ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

***

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 Powers and Provisions of the *Glasgow, Airdrie, and Monklands Junction* Railway Act, 1846, and the several Acts therewith incorporated, so far as not inconsistent with or otherwise provided by this Act, shall (save as regards the permissive Powers of Sale and Lease contained in the said *Glasgow, Airdrie, and Monklands Junction* Railway Act, 1846,) extend to this Act and to the several Purposes hereof, and shall operate and be in force with respect to such Purposes, and to the several Matters and Things hereby authorized to be done, as fully and effectually as if the said Powers and Provisions were repeated and re-enacted in this Act.

Provisions of former Act extended to this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The *Glasgow, Airdrie, and Monklands Junction* Railway (*Cowlairs* Branch) Act, 1847."

Branch Railway to be made according to deposited Plans.

III. And whereas Plans and Sections of the said Branch Railway showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Sheriff Clerk of the County of *Lanark;* be it enacted, That, subject to the Provisions of this Act, and to such of the Provisions of the said recited Act and the Acts therewith incorporated as are herein-before extended to this Act, it shall be lawful for the said Company to make and maintain the said Branch Railway and Works in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for that Purpose: Provided always, that none of the Powers by this Act granted, save only as herein mentioned, shall be carried into execution until the said Company shall have completed and opened for Traffic the Main Line of the said *Glasgow, Airdrie, and Monklands Junction* Railway, and until the said Company shall have completed the Purchase of the College Lands authorized to be taken by the said first-recited Act for the Station at *Glasgow:* Provided nevertheless, that such Restriction shall not extend to the Construction of so much only of the Works as shall be necessary for carrying the said Branch Railway under the Branch of the *Glasgow, Garnkirk, and Coatbridge* Railway authorized to be made by the *Caledonian* Railway (*Garnkirk* Station) Act, 1847.

Line of Railway.

IV. And be it enacted, That the Branch Railway to be made and maintained under the Authority of this Act shall diverge from and out of the Main Line or intended Main Line of the said *Glasgow, Airdrie, and Monklands Junction* Railway at a Point at or near to *Whitevale Street* in the Parish of *Saint John's* of *Glasgow*, or *Barony* Parish of *Glasgow*, or in one or both of them, and terminate by a Junction with the *Edinburgh and Glasgow* Railway at a Point at or near to the *Cowlairs* Station of that Railway in the Parish of *Glasgow*, *Inner High Church* Parish of *Glasgow*, or *Barony* Parish of *Glasgow*,

Glasgow, or some or other of them, and pass from, through, or into the Parishes, Townships, Burghs, or Places of *Glasgow*, *Saint John's* Parish of *Glasgow*, *Barony* Parish of *Glasgow*, *Inner High Church* Parish of *Glasgow*, or some of them, all in the County of *Lanark*.

Regulating the Construction of certain Bridges for carrying certain Roads or Streets over the Railway.

V. And be it enacted, That it shall be lawful for the Company to make the Width between the Parapets of the Bridges to carry the Roads or Streets numbered respectively as after mentioned on the Plans deposited as aforesaid over the Railway not less than the following; namely,

In the Parish of *Saint John's* of *Glasgow*, the Road or Street numbered 9 not less than Twenty Feet:

In the *Inner High Church* Parish of *Glasgow*, the Road numbered 26 not less than Thirty Feet, the Road numbered 42 not less than Twenty Feet, and the Road numbered 58 not less than Thirty Feet.

Company to carry Inchbelly Turnpike Road over Railway.

VI. And be it enacted, That the Company shall at their sole Expence carry that Part of the Turnpike Road leading from *Inchbelly* to *Glasgow* marked Number 58, Point C., on the said Plan, in the *Inner High Church* Parish of *Glasgow*, over the said Railway by means of a Bridge, and the Rate of Inclination of such Road over the Railway shall not be steeper than One in Forty; and it shall be lawful for the Company at their Expence to make, if necessary, a Deviation of the said Road at the Angle opposite to *Cowlairs* Road, so as to shorten the said Angle, or the Trustees of the said Road shall, if required by the Company, make such Deviation at the Expence of the Company.

For Protection of Glasgow and Shotts Turnpike Road.

VII. And be it enacted, That the Inclinations of the Approaches to the Bridge for carrying the Turnpike Road marked on the said Plans No. 25 in the *Barony* Parish of *Glasgow* over the Railway, and of the said Bridge itself, shall not be steeper than One in Forty, and that the Line of the said Road shall not be altered, nor the Breadth of the said Approaches or Bridge made less than the present Breadth of the said Road.

Power to divert Road in the Inner High Church Parish of Glasgow.

VIII. And be it enacted, That it shall be lawful for the Company to divert the Road numbered 23, in the *Inner High Church* Parish of *Glasgow*, on the Plans deposited as aforesaid, in the Manner and to the Extent shown on the said Plans.

Regulations as to the making a permanent Diversion of the Monkland Canal.

IX. And whereas the said Branch Railway is intended to pass under the *Monkland* Canal belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, commonly called the *Forth and Clyde* Canal Company, so that the upper Surface of the Rails will be about Thirty-three Feet only under the Top-water of the said Canal: And whereas such Passage under the said Canal cannot conveniently be executed without a permanent Diversion of the said Canal: Be it enacted, That the Company, before they shall enter upon or interfere with the Lands, Canal, or other Works belonging to the said Canal Company, shall make and form a permanent Diversion of the said Canal, equal in Breadth and Depth to that Part of the said Canal for which

which such Diversion shall be substituted, capable of conveying the Trade of the said Canal as speedily and advantageously as the present Line of the said Canal where so diverted; and such Diversion shall be executed at the Sight and to the Satisfaction of an Engineer to be appointed by the said Canal Company, and paid by the said Railway Company, and according to a Plan or Plans to be previously approved of by him.

Portion of diverted Canal to be the Property of the Canal Company.

X. And be it enacted, That the said diverted Canal when completed, and the Ground on which the same is formed, shall be and remain the Property of the said Canal Company, who shall have the same Rights over the said Ground as they now have over the Ground on which the Portion of the Canal to be superseded by the said Diversion flows; and the Railway Company shall be bound to secure to the said Canal Company the same Rights in all respects in reference to the diverted Canal as are now held by the said Canal Company in reference to the Portion of the Canal thereby superseded.

Company to be liable for all Damages in consequence of Diversion.

XI. And be it enacted, That notwithstanding the said Diversion of the Canal is to be formed to the Satisfaction of an Engineer to be appointed by the said Canal Company, yet nevertheless the Operations required for the Formation of the said Diversion shall be carried on, completed, and upheld at the sole Risk of the Company, who shall be liable for all Damages occasioned to the said Canal or to the adjoining Country, or to the Traders on the Canal, by or in consequence of their Operations whensoever such Damages may occur; and the said Diversion and Works connected therewith, as well as the Connexion thereof with the existing Canal, shall be maintained by them in all Time coming in a State of perfect Repair free from all Leakage.

Penalties for impeding the Navigation of the Canal.

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

If Company fail to repair

XIII. And be it enacted, That if there shall be any Leakage in the said Diversion or the Works connected therewith, or in its Connexion

nexion with the existing Canal, and if the Company shall not, within Twenty-four Hours after written Notice of Leakage or Disrepair to the Treasurer or any Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage of or completely repairing the said Canal and Works connected therewith, so far as such Canal and Works are to be maintained by the Company, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary at the Risk of the Company, and that without Prejudice to the Right of the said Canal Company to recover the Amount of all actual Damage which may be done as aforesaid, or, in their Option, the Penalties herein-before provided both before and after the giving of such Notice as aforesaid, and during the Currency thereof; and the said Canal Company shall be entitled to recover from the Company the Expence of all Operations which may be performed by them in making such Repairs or removing such Leakage, and in default of Payment of such Expences or Penalties the same may be recovered as herein-before provided with reference to Damages and Penalties for impeding the Passage along the said Canal.

the Canal, the Canal Company to do the Work and recover the Expences.

XIV. And be it enacted, That nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Canal Company, or shall authorize or empower the Company to alter, except as herein provided, the Line or Level of the said Canal, or to reduce the Breadth or Depth thereof, or in any Manner to obstruct or impede the Use of the same or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water therein, or of any Stream or other Supply of Water which is now used, or which may be taken for the Use thereof, and that it shall not be lawful for the Company to make any Deviation from the Section of the said Railway deposited as aforesaid, in passing under the said Canal, and that it shall not be lawful for the Company in carrying the said Railway under the said Canal or Diversion of such Canal to leave less than a clear Depth in the said Canal of Ten Feet below Top-water Level of the same, if such Depth of Water shall be required by the said Canal Company: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the said Railway where it shall pass under the said Canal or Diversion thereof.

Saving the Rights of the Canal Company and prohibiting Deviation from Line of Railway at Crossing.

XV. And be it enacted, That the said Railway Company shall, if required by the Company of Proprietors of the *Forth and Clyde* 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 any Wharfs which may be formed by the said Company of Proprietors adjoining the said Crossing of the Canal 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:*

Railway Company to make Side Line into Wharfs of Canal, if required.

For Protection of Lands of Cloverbank.

XVI. And whereas the Railway by this Act authorized will pass through the Grounds and Villa of *Cloverbank*, belonging to *James Reid* and Mrs. *Mary Graham* his Wife, in such a Manner as to destroy the Amenity thereof, and to separate the Property into Two Portions of limited Extent, without proper Means of Connexion with each other or with the Railway; be it enacted, That the Company shall be bound in the Option of the said *James Reid* and Mrs. *Mary Graham*, or their Successors, (such Option being declared previously to the Expiration of Three Months after the opening of the Railway,) either to take and pay for the whole of the said Property, including the House and Offices thereon, (such valuable Sand, Stone, and other Minerals, if any, as may exist therein being taken into account in estimating the Value of such Property,) at such Price as may be fixed in manner prescribed by the Lands Clauses Consolidation (*Scotland*) Act, 1845, or to pay the Value of the Land actually occupied by their Works, and of the Sand, Stone, and other Minerals, if any, therein, and the whole Damage occasioned by them to the Remainder of the said Property, including and taking into account as aforesaid, to be fixed as above mentioned; and in the latter Event the Company shall likewise be bound to erect and maintain a Bridge over the Railway for connecting the severed Portions of the said Property with each other of such Materials, Dimensions, and Construction, and at such Level, as may be fixed in manner aforesaid, and to allow the said *James Reid* and Mrs. *Mary Graham*, or their Successors, to construct and maintain at the Sight and to the Satisfaction of the Engineer of the Company such Sidings into the said Railway as may be proper for affording free Access to the Railway for the Sand, Stone, and Minerals, if any, in the said Property: Provided always, that the Company shall not be bound to erect the said Bridge until after the Declaration of the said Option.

As to Crossing under Glasgow, Garnkirk, and Coatbridge Railway and Branch.

XVII. And whereas the Branch Railway hereby authorized will pass under and across the Line of the *Glasgow, Garnkirk, and Coatbridge* Railway, now belonging to the *Caledonian* Railway Company, and also near the same Point under and across the Line of the Branch Railway from the said *Glasgow, Garnkirk, and Coatbridge* Railway to the *Port Dundas Road* in the City of *Glasgow*, authorized by the *Caledonian* Railway (*Garnkirk* Station) Act, 1847, and it is necessary to make Provision, so that the Execution and Maintenance of the Works hereby authorized may not endanger the Stability, or interfere with the Construction, Maintenance, or Use, of any of the Works of or connected with the said *Glasgow, Garnkirk, and Coatbridge* Railway, and Branch therefrom; be it enacted, That the Branch Railway hereby authorized to be formed shall be carried under the said *Glasgow, Garnkirk, and Coatbridge* Railway by means of a Tunnel as laid down in the said Plans and Sections, and under the said *Glasgow, Garnkirk, and Coatbridge* Branch by a Tunnel or Bridge of proper Construction and Dimensions; and such Tunnel, and Tunnel or Bridge, and Works therewith connected, shall, if required by the said *Caledonian* Railway Company, be constructed at the Sight and to the Satisfaction of a neutral Engineer, to be appointed by the Commissioners of Railways, and the Cost or Expence of the said last-mentioned Tunnel or Bridge shall be borne equally by the Company

and the said *Caledonian* Railway Company: Provided always, that in constructing the said first-mentioned Tunnel it shall not be lawful for the Company to deviate laterally to the Eastward from the Line as laid down on the said Plans, nor to deviate vertically upwards from said Sections, without the Permission of the Commissioners of Railways.

Penalties for impeding Works or Traffic of said Railway and Branch.

XVIII. And be it enacted, That in the event of the Construction of the said Branch from the *Glasgow, Garnkirk, and Coatbridge* Railway and relative Works being impeded, or of the said Railway or Branch or relative Works being injured, or of the Maintenance, Repair, or Use thereof being obstructed, in any Manner, in consequence of the Execution or Maintenance or Disrepair of the Works hereby authorized, the Company shall be bound not only to be at the whole Expence of forthwith repairing such Injury, and removing such Impediment or Obstruction, at the Sight and to the Satisfaction of the Engineer of the *Caledonian* Railway Company, and to pay the whole Loss occasioned to the *Caledonian* Railway Company and the Traders on their Lines by such Injury, Impediment, or Obstruction, but also to pay to the said last-mentioned Company the Sum of Twenty Pounds for each Hour during which such Injury shall remain unrepaired, or such Impediment or Obstruction unremoved; and in case of any Difference as to the Execution and Maintenance of such Works, or as to any thing required by the Engineer of the said *Caledonian* Railway Company in regard to the Matters aforesaid, the same shall be settled by such neutral Engineer as may be agreed on, and failing such Agreement by an Engineer to be appointed by the Commissioners of Railways.

Works of Caledonian Railway not to be interfered with without Consent.

XIX. And be it enacted, That nothing herein contained shall authorize the Company to enter upon or acquire any of the Lands or Works of the *Caledonian* Railway Company, except for the Purpose of constructing the said Branch Railway and Works.

Saving Rights of Caledonian Railway Company.

XX. And be it enacted, That nothing herein contained shall alter, prejudice, diminish, or affect any of the Rights, Powers, Privileges, or Authorities vested in the *Caledonian* Railway Company, except in so far as herein expressly provided.

Lands for extraordinary Purposes.

XXI. And be it enacted, That the Quantity of Land to be taken by the said Company for extraordinary Purposes shall not exceed Fifteen Acres, in addition to the Lands which they are authorized by the said recited Act to take for such Purposes.

Period within which Lands are to be purchased.

XXII. And be it enacted, That the Powers hereby conferred on the said Company for the compulsory Purchase and taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

XXIII. And be it enacted, That the said Branch Railway and Works shall be completed within Seven Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the recited Act granted to the Company for executing the said Branch Railway,

Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Branch Railway as shall then be completed.

Power to raise additional Capital by Creation of new Shares.

XXIV. And be it enacted, That it shall be lawful for the said Company from Time to Time to raise, by creating new Shares, in addition to the Sums of Money which they are authorized to raise under and by virtue of the Act relating to their Undertaking hereinbefore recited, or which they may be authorized to raise under or by virtue of any other Act to be passed in the present Session of Parliament, any further Sum of Money not exceeding in the whole the Sum of One hundred thousand Pounds.

New Shares to be considered the same as original Shares.

XXV. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as may conveniently be apportioned according to the Order of any General Meeting or Extraordinary General Meeting of the Company, and shall be considered as Part of the general Capital of the said 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 on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Amount of such Shares, and the proportionate Dividend thereon, and except also as to the Time of making and of Payment of Calls on such new Shares, which the Directors of the said Company shall fix from Time to Time as they shall think fit.

Shares to vest in the Parties accepting, otherwise to be disposed of by the Directors.

XXVI. And be it enacted, That such new Shares shall vest in and belong to the Shareholders who shall accept of the same, and pay the Amount thereof to the said Company at the Time, in the Manner, and by the Instalments which shall be fixed by the said Company; and if any Shareholder fail for One Month after such Offer of new Shares to accept of the same, and pay the Instalments called for in respect thereof, it shall be lawful for the Directors of the said Company for the Time being to dispose of such Shares in such Manner as they shall deem most for the Advantage of the said Company.

Power to borrow Money on Mortgage.

XXVII. And be it enacted, That after the whole of the Sums by this and the said recited Act authorized to be raised by Shares shall have been subscribed for, and One Half thereof paid up, it shall be lawful for the said Company to borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by a General or Extraordinary General Meeting of the said Company, not exceeding in the whole the Sum of Thirty-three thousand Pounds (exclusive of the Sum which they are authorized to borrow by the said recited Act, or which they may be authorized to borrow under or by virtue of any Act to be passed in the present Session of Parliament), and to secure the Repayment of the Money so to be borrowed, with Interest, in like Manner, and subject to the same Provisions, as the Money authorized to be raised by Mortgage by the said recited Act, and without Prejudice to any Mortgage made or to be made under the Authority of the said recited Act.

XXVIII. Pro-

Priority of former Mortgages.

XXVIII. Provided always, and be it enacted, That all Mortgages already entered into under the Powers of the said recited Act shall, during the Continuance thereof, have Priority over the Security by this Act authorized to be given.

Tolls.

XXIX. And be it enacted, That, subject to the Conditions, Limitations, and Provisions contained in the said recited Act and the Acts therewith incorporated, it shall be lawful for the Company to demand and recover for the Use of the Branch Railway and Works hereby authorized to be made the Tolls, Rates, and Charges which are by the said recited Act authorized to be demanded for the Use of the said *Glasgow, Airdrie, and Monklands Junction* Railway.

Edinburgh and Glasgow Railway Company may require Transfer of Right to form Branch Railway.

XXX. And be it enacted, That it shall be lawful for the *Edinburgh and Glasgow* Railway Company, by a Requisition under the Hands of any Three of their Directors at any Time not later than Six Months after the passing of this Act, to call upon the Company to convey the Right to form the said Branch Railway and Works to such first-mentioned Company; and the Company shall, upon such Requisition, and upon Payment by such Company to the Company of the actual Costs, Charges, Expences, and Interest of Money disbursed and incurred by the Company in any way in relation or incidental thereto, be bound to convey and transfer by Deed of Conveyance duly stamped the Right to form the said Branch Railway and Works to the *Edinburgh and Glasgow* Railway Company, subject to the Conditions and Provisions herein-after contained.

Edinburgh and Glasgow Railway Company may be required to accept of Right to form Branch Railway.

XXXI. And be it enacted, That it shall be lawful for the Company, by a Requisition under the Hands of any Three of their Directors, at any Time not later than Six Months after the passing of this Act, to call upon the *Edinburgh and Glasgow* Railway Company to accept of a Conveyance of the Right to form the said Branch Railway and Works; and the *Edinburgh and Glasgow* Railway Company shall upon such Requisition be bound to accept of and take a Conveyance to the Right to form the same from the Company, subject to the Conditions and Provisions herein-after contained, and upon Delivery of such Conveyance to pay to the Company the actual Costs, Charges, Expences, and Interest of Money disbursed or incurred by them in any way in relation or incidental to the said Branch Railway and Works.

After Requisition, &c. Right to form Branch Railway to vest in Edinburgh and Glasgow Railway Company.

XXXII. And be it enacted, That from and after such Time as a Requisition shall have been made by either of the said Companies to the Effect herein-before mentioned, and the said Conveyance shall have been delivered, and the aforesaid Sums of Money paid, to the Company as aforesaid, all the Rights, Privileges, Powers, and Authorities by this Act or the Acts extended to this Act respectively given to the Company, so far as they relate to the said Branch Railway and Works, shall, subject to the Provisions of this Act, and to the existing Debts, Liabilities, Contracts, Engagements, Obligations, and Incumbrances affecting the same, be and be held to be and the same are hereby in that Event vested in the said *Edinburgh and*

and Glasgow Railway Company, and may be held, used, exercised, and enjoyed by and in the Name of such last-mentioned Company in the same Manner and to the same Extent as if the Undertaking had been hereby authorized to be made and maintained by them, or as if their Name had been inserted in this Act in lieu of the Name of the Company.

Contracts, &c. to remain valid in favour of and against Edinburgh and Glasgow Railway Company.

XXXIII. And be it enacted, That all and every Purchase, Sale, Conveyance, Contract, Agreement, Obligation, Bond, Covenant, Liability, Security, Act, Matter, or Thing made, done, executed, granted, or entered into before such Requisition shall have been made with, by, or for the Company in respect of the said Branch Railway and Works, shall, subject to the Provisions in this Act contained, be and remain as good, valid, and effectual, and of the same Condition and Quality, in favour of, for, on behalf of, or against or with reference to the said *Edinburgh and Glasgow* Railway Company, to all Intents and Purposes, as if the said last-mentioned Company had been Party to and executed the same, or had been named and referred to therein instead of the Company, and shall and may, subject as aforesaid, be executed, done, performed, continued, completed, and terminated by, to, in favour of, on behalf of, against, or with respect to the *Edinburgh and Glasgow* Railway Company as fully and effectually as the same could or might have been by and in the Name of the Company if such Requisition had not been made.

Edinburgh and Glasgow Railway Company may raise Funds by Creation of new Shares or by borrowing Money.

XXXIV. And be it enacted, That it shall be lawful to the said *Edinburgh and Glasgow* Railway Company to raise Funds, either by the Creation of new Shares in their Undertaking, or by borrowing on the Security thereof such Sums of Money as may be necessary for the Purposes aforesaid, in addition to any Sums of Money which they may be authorized to raise or to borrow by their existing Acts, or by any Act to be passed in the present Session of Parliament; and in the event of the said *Edinburgh and Glasgow* Railway Company raising such Money by the Creation of new Shares, the same shall be issued among the Shareholders of such Company on the same Terms and Conditions, and be held subject to the same Rules and Privileges, and under the same Regulations and Obligations in all respects, as are provided by the Acts of Parliament relating to such Company in respect to the Shares thereof.

Edinburgh and Glasgow Railway Company to acquire Land and complete Branch Railway within limited Periods.

XXXV. And be it enacted, That in the event of such Requisition being made as aforesaid, the *Edinburgh and Glasgow* Railway Company shall be bound and they are hereby required to acquire the Lands for the Purposes of the said Branch Railway and Works within the Period of Two Years after the passing of this Act, and to complete the said Branch Railway and Works with a double Line of Rails in a good and substantial Manner adapted for the Traffic thereon, and agreeably to the Powers by this Act granted, within the Period of Three Years after the passing of this Act: Provided always, that the Point and Mode of Divergence of the said Branch Railway from and out of the Main Line of the said *Glasgow, Airdrie, and Monklands Junction* Railway as aforesaid shall be made and constructed at the Sight

and to the Satisfaction of the Engineer of the said last-mentioned Railway for the Time being.

In the event of Edinburgh and Glasgow Railway Company not acquiring Lands or completing Branch Railway within above Periods, their Powers to cease and Rights of Company to revive.

XXXVI. Provided always, and be it enacted, That if the said *Edinburgh and Glasgow* Railway Company shall not have acquired the Lands for the Purpose of the said Branch Railway and Works within the said Period of Two Years after the passing of this Act, the whole Powers, Provisions, and Faculties hereby granted in favour of the said *Edinburgh and Glasgow* Railway Company, and any Requisition and Conveyance which may have been granted in Terms thereof, shall thereupon cease and determine, and in that Event nothing herein contained shall prevent the Company immediately after the Expiration of the said Period of Two Years from making, completing, and maintaining the said Branch Railway and Works in the same Manner and as fully in all respects as if the aforesaid Provisions in favour of the said *Edinburgh and Glasgow* Railway Company had not been made: Provided also, that in the event of the said *Edinburgh and Glasgow* Railway Company having acquired the said Lands within the Period of Two Years as aforesaid, but not having completed the said Branch Railway and Works within Three Years after the passing of this Act, then and in that event the Powers of Forfeiture hereby granted in respect of the non-acquiring the Lands as aforesaid shall take effect and be equally applicable in all respects to the Non-completion of the said Branch Railway and Works within the said Period of Three Years; and in case the Lands shall have been acquired without the Railway being completed by the *Edinburgh and Glasgow* Railway Company as aforesaid, then such Lands shall be held to have been acquired for the Use of the said *Glasgow, Airdrie, and Monklands Junction* Railway Company, who on Payment of the Price disbursed for the same shall be and are hereby authorized to use the same for the Purposes of the said Branch Railway and Works in the Manner provided by this Act.

Powers to convey and accept Conveyance of Right to form Branch Railway not to be exercised without Certificate of Commissioners of Railways.

XXXVII. Provided always, and be it enacted, That it shall not be lawful for the Company by virtue of the Power herein-before contained to convey, nor for the said *Edinburgh and Glasgow* Railway Company to accept of a Conveyance of the Right to form the said Branch Railway hereby authorized to be made, unless it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified by them under their Seal previously to the Completion of such Conveyance, that One Half of the whole Amount of the Capital (exclusive of Loans) by the Act or Acts relating to each of the said Companies authorized to be raised has been actually paid up and expended for the Purposes authorized by the Act or Acts of the said Companies respectively, exclusive always of the Capital authorized to be raised by this Act in the event of the Transfer of the Right to form the said Branch Railway to the said *Edinburgh and Glasgow* Railway Company.

For accommodating the Traffic of the Slamannan, Ballochney, and Monk-

XXXVIII. And whereas by the Preamble of the *Glasgow, Airdrie, and Monklands Junction* Railway Act, 1846, it is recited that the Railway and Branches thereby authorized might be advantageously worked in connexion with the *Slamannan* Railway Company, the *Ballochney*

land and Kirkintilloch Railway Companies.

Ballochney Railway Company, and the *Monkland and Kirkintilloch* Railway Company together, and such Companies together were willing to take on Lease and work the same if authorized by Parliament so to do, and that the Subscribers to the said Undertaking thereby incorporated were willing to lease the same to such Companies: And whereas it is thereby enacted, that it should be lawful for the said *Glasgow, Airdrie, and Monklands Junction* Railway Company to sell or lease the Railway and Branches and Works thereby authorized to be made to the *Slamannan* Railway Company, the *Monkland and Kirkintilloch* Railway Company, and the *Ballochney* Railway Company together, and for such Companies together to make and complete such Purchase, and accept of and complete such Lease, of the said Railway and Branches and Works accordingly, and that upon such Terms and Conditions as might be agreed upon by and between the Company and the said several Companies together: And whereas certain Disputes have arisen between the *Glasgow, Airdrie, and Monklands Junction* Railway Company and the said *Slamannan, Ballochney,* and *Monkland and Kirkintilloch* Railway Companies relative to the Right of the Three last-mentioned Companies to a Lease of the said *Glasgow, Airdrie, and Monklands Junction* Railway, and certain legal Proceedings relative thereto are now pending in the Court of Session in *Scotland:* And whereas, should the said *Slamannan, Ballochney,* and *Monkland and Kirkintilloch* Railway Companies fail in establishing their Right to such Lease, it is expedient that Provision should be made for accommodating and facilitating their Traffic passing to or from the said *Glasgow, Airdrie, and Monklands Junction* Railway: Be it enacted, That during the Progress of the said legal Proceedings, and at all Times afterwards, should the said *Slamannan, Ballochney,* and *Monkland and Kirkintilloch* Railway Companies fail in establishing their Right to such Lease, they shall be entitled to use the said *Glasgow, Airdrie, and Monklands Junction* Railway and Branches authorized by the said *Glasgow, Airdrie, and Monklands* Junction Railway Act, 1846, or any Part thereof respectively, and the Stations, Booking Offices, and other Accommodations belonging to the same, with their Engines, Waggons, and Carriages, on such Terms and for Payment of such Rates and other Charges as shall in case of Difference be fixed and determined by the Commissioners of Railways.

Such Accommodation to be limited to the proper Traffic of these Companies.

XXXIX. Provided always, and be it enacted, That the Use of the said *Glasgow, Airdrie, and Monklands Junction* Railway and Branches, and of the Stations, Booking Offices, and other Conveniences aforesaid, under the Powers herein-before granted, shall be limited to the proper Traffic of the said *Ballochney, Slamannan,* and *Monkland and Kirkintilloch* Railway Companies, and shall not extend to any other Traffic than that which shall arise on the said *Ballochney, Slamannan,* and *Monkland and Kirkintilloch* Railways, or their Branches already authorized, nor to any other Company or Persons with which the said Three last-mentioned Companies may hereafter be connected.

Rights under legal Proceedings at

XL. And be it enacted, That nothing in this Act contained shall prejudice or affect the said legal Proceedings before mentioned, or any Interlocutor or Judgment pronounced or to be pronounced therein,

nor

nor any of the Rights of Parties under such legal Proceedings, all which are hereby saved and reserved entire as fully and effectually as if this Act had not been passed.

present pending reserved.

XLI. And be it enacted, That it shall not be lawful for the said Company, or for the *Edinburgh and Glasgow* Railway Company, out of any Money by this Act or any other Act relating to the said Railway Companies authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Companies from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation (*Scotland*) Act, 1845, in that Behalf contained.

Interest not to be paid on Calls paid up.

XLII. And be it enacted, That it shall not be lawful for the said Company, or for the *Edinburgh and Glasgow* Railway Company, out of any Money by this Act or any other Act relating to the said Railway Companies authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Companies to construct any other Railway or execute any other Work or Undertaking.

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

XLIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two other Acts were passed in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled respectively *An Act for regulating the Gauge of Railways*, and *An Act for constituting Commissioners of Railways;* be it enacted, That nothing in this Act contained shall be held to exempt the said Branch Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Branch Railway and Company so far as the same shall be applicable thereto.

Railway Company to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

XLIV. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Branch Railway by this Act authorized to be made from the Provisions of any general Act relating to

Railway to be subject to Provisions of any future general Act.

to this Act, or of any general Act relating to Railways, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Act.

Expences of Act.

XLV. And be it enacted, That all Costs, Charges, and Expences connected with the passing of this Act shall be paid by the said Company, or the Directors thereof, out of the Money already raised and received, or out of the first Monies that shall come to their Hands after the passing thereof.

Public Act.

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

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