ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. clvii.

An Act to enable the *Glasgow and South-western* Railway Company to make a Junction Line of Railway to connect the *Glasgow and Paisley* Joint Line of Railway with the *Paisley and Renfrew* Railway, and other Works; and for other Purposes. [13th *July* 1863.]

WHEREAS by "The *Glasgow and South-western* Railway Consolidation Act, 1855," the Acts relating to the *Glasgow and South-western* Railway Company (in this Act called "the Company") were repealed, except as therein stated, and the Provisions thereof, with other Provisions relating to the Company, were consolidated, and the Company was re-incorporated: And whereas under the Provisions of "The *Paisley and Renfrew* Railway (Sale and Improvement) Act, 1847," the *Paisley and Renfrew* Railway was sold to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, whose Undertaking and Powers are now vested in the Company; and by Section Fourteen of that Act the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company were empowered, on the Completion, Delivery, and Registry of the Deed of Conveyance of the *Paisley and Renfrew* Railway, to alter,

18 & 19 Vict. c. xcvii.

10 & 11 Vict. c. ccxxix.

shift, and re-lay the Rails of the *Paisley and Renfrew* Railway, and to widen the Gauge thereof so as to adapt the same to the Gauge of the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway and other adjoining Railways, and to lay down a new and additional Line of Rails, and otherwise improve the Line and Works of the *Paisley and Renfrew* Railway as might be necessary: And whereas the existing Railway, extending from a Point on the South Side of *King Street, Tradeston*, in *Glasgow*, to a Point about Fifty Yards to the West of *Moss Street* in the Town of *Paisley*, belongs to the Company and the *Caledonian* Railway Company jointly, and is under the Superintendence and Control of a Joint Committee of Management appointed by the said Two Companies (herein-after called "the Joint Line Committee"), and the said Railway is herein-after called for Distinction "the Joint Line:" And whereas it is expedient that the Company should be empowered to construct a Railway to connect the Joint Line with the *Paisley and Renfrew* Railway of the Company, and to acquire Lands for such Purpose, and for providing additional Station Accommodation in the *Abbey* Parish of *Paisley* in the County of *Renfrew*: And whereas Plans and Sections showing the Line and Levels of the Railway by this Act authorized, and the Lands required for the same, and for additional Station Accommodation at *Paisley*, and a Book of Reference to such Plans, have been deposited with the Principal Sheriff Clerk for the County of *Renfrew* at *Greenock* and *Paisley* respectively: And whereas it is expedient that Provision be made for the Use by the *Caledonian* Railway Company of the intended Railway, and also of the *Paisley and Renfrew* Railway of the Company, and of the Stations, Sidings, Branches, Wharves, Docks, and other Works and Conveniences connected therewith respectively, and for the Use by the Joint Line Committee of the Station proposed to be constructed under this Act, and for making Arrangements for the Accommodation of Traffic at such Station, and otherwise in relation thereto, as provided in the Agreement between the Company and the *Caledonian* Railway Company, a Copy whereof is contained in the Schedule to this Act: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Glasgow and South-western* Railway (Additional Powers) Act, 1863."

8 & 9 Vict. cc. 19. & 33. and

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways

Railways Clauses Consolidation (*Scotland*) Act, 1845," shall be incorporated with this Act.

23 & 24. Vict. c. 106. incorporated.

3. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use and appropriate all or any of the Lands defined on the deposited Plans, and described in the deposited Books of Reference.

Power to take Lands.

4. Subject to the Provisions in this Act contained, the Company may from Time to Time make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use and appropriate for the Purposes thereof, a Railway (with all proper Stations, Approaches, Works, and Conveniences connected therewith) diverging out of the Joint Line of Railway between *Glasgow* and *Paisley* belonging to the Company and the *Caledonian* Railway Company near *South Gallowhill*, and terminating by a Junction with the *Paisley and Renfrew* Railway of the Company near *Gateside*, all in the *Abbey* Parish of *Paisley* and County of *Renfrew*.

Power to make Railway according to deposited Plans.

5. The Company from Time to Time as they think fit may appropriate to Station Purposes all or any of the Lands and Houses following which may have been acquired by them under the Authority of this Act; (that is to say,) certain Lands and Houses in the *Abbey* Parish of *Paisley* lying on the North-west Side of and adjoining the said Joint Line, to the East of and adjoining *Renfrew Street*, to the North of an Iron Manufactory occupied by Messieurs *Craig*, *Fullerton*, and Company, to the East of and partly adjoining the existing Station at *Paisley* of the *Paisley and Renfrew* Railway, and to the East of and partly adjoining the *Paisley and Renfrew* Railway, and to the Southward of the Railway by this Act authorized.

Power to make Stations, &c.

6. The Railway, Stations, Approaches, Works, and Conveniences authorized by this Act shall for the Purpose of Tolls and Charges and for all other Purposes whatsoever form Part of the Undertaking of the Company.

Railway, &c. to form Part of Undertaking of Company.

7. The Junction between the Railway by this Act authorized and the Joint Line at *Paisley* shall be made and effected according to such Plan as shall be approved of by the Engineer for the Time being of the Joint Line Committee and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by the Board of Trade, or an Engineer to be appointed by that Board.

As to Junction with Joint Line.

8. The Joint Line Committee from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen,

Signals to be erected, &c. and Persons

appointed by Joint Line Committee at Expense of Company to prevent Danger at Point of Junction.

Watchmen, Pointsmen, Switchmen, or other Persons, as they may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at or near the Junction between the Railway by this Act authorized and the Joint Line at *Paisley;* and the Working and Management of all Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the Joint Line Committee; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the Joint Line Committee, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the Joint Line Committee in any Court of Law or Equity having competent Jurisdiction.

Regulating Inclination of a certain Road.

9. As regards the Road numbered on the deposited Plan 17, in the *Abbey* Parish of *Paisley*, the Company may make that Road when altered for the Purposes of this Act of any Inclination not steeper than One in Twenty-one.

For Protection of Renfrewshire Road Trustees.

10. Whereas the Railway by this Act authorized will cross the Turnpike Road leading from *Paisley* to *Renfrew*, being One of the Roads under the Charge of the *Renfrewshire* Turnpike Road Trustees, and it may in consequence become necessary to remove the Toll Bar on that Road, called the *Renfrew* Bar, from its present Site to a Point on the North Side of the said Crossing: It shall be lawful for the said Trustees to levy at the said Bar, when so removed, the same Tolls which they might have levied at its present Site, and also to levy at the other Bars under their Charge the Tolls now leviable thereat, although the new Site of the said Bar may be within Five Miles of any of such other Bars.

Power to alter Engineering Works.

11. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, the Company in the Construction of the Railway by this Act authorized may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteen Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners,

Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Powers for compulsory Purchases limited.

12. The Powers for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Limiting Time for Completion of Works.

13. Subject to the Provisions of this Act, the Railway by this Act authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the said Railway shall cease, except as to so much thereof as shall then be completed.

Penalty on Non-completion of Railway.

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

Power to raise additional Capital by new Shares.

15. The Company from Time to Time may raise for the Purposes of this Act, by the Creation of new Shares or Stock, such Sums as they think fit, not exceeding in the whole the Sum of Forty-five thousand Pounds, and such new Shares or Stock shall be created on such Terms, shall be of such Amount, and shall be apportioned and allotted to such Persons and in such Manner, as may be determined by the Order of any General Meeting of the Company specially convened for the Purpose; and it shall be lawful for the Company, if they think fit, with the Consent of Three Fifths of the Votes of the Proprietors present, personally or by proxy, at such Meeting, or at any subsequent Meeting specially convened for the Purpose, to confer on such Shares or Stock a preferential Dividend out of the Profits of the Company, at such Rate not exceeding Five Pounds *per Centum per Annum*, payable at such Time and with such Privileges and Advantages as shall be fixed by such Meeting.

Defining Profits applicable to preferential Dividend.

16. All Shares or Stock created under this Act to which a preferential Dividend shall be attached shall be entitled to the preferential Dividend out of the Profits of the Company in each Half Year, in priority to the Payment of Dividend on the ordinary Stock of the Company; but if in any Half Year ending on the Thirty-first Day of *January* or on the Thirty-first Day of *July* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Half Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Half Year, or out of any other Funds of the Company.

Terms, &c. to be stated on Certificates.

17. The Terms and Conditions to which any Preference Shares or Stock created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share or Stock.

Saving existing Preferences.

18. No Preference, Privilege, or Advantage which may be conferred on any Shares or Stock created in virtue of this Act shall prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Stock which may have been previously granted by the Company in pursuance of or which may have been confirmed by any Act passed prior to the passing of this Act, or which may be otherwise lawfully subsisting.

Scale of voting in respect of new Shares or Stock.

19. At all General Meetings of the Company every Holder of Shares or Stock created under this Act shall have One Vote for every Sum of One hundred Pounds actually paid up in respect of the whole of such Shares or Stock for the Time being held by him up to One thousand Pounds, and he shall have an additional Vote for every Sum of Five hundred Pounds actually paid up on such Shares or Stock beyond the First One thousand Pounds up to Ten thousand Pounds, and an additional Vote for every Sum of One thousand Pounds actually paid up on such Shares or Stock beyond the First Ten thousand Pounds.

Power to borrow on Mortgage.

20. The Company may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole Fifteen thousand Pounds, for the Purposes of this Act, but no Part of the said Sum of Fifteen thousand Pounds shall be borrowed until the whole of the said additional Capital of Forty-five thousand Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been actually paid up, nor until the Company shall have proved to the Sheriff who is to certify under the 42nd Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," (before he so certifies,) that all the said additional Capital of Forty-five thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the

the same, of which Proof having been given the Certificate of such Sheriff under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

21. All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, and all Funded Debt of the Company existing at the Time of the passing of this Act, shall as regards the Undertaking comprised in and assigned by such Mortgages and Bonds respectively, or to which such Funded Debt shall attach, have Priority over all Mortgages granted by virtue of this Act.

Application of Money raised under Act.

22. All Money raised under the Powers of this Act by the Creation of new Shares or Stock or on Mortgage shall be applied only to the Purposes by this Act authorized.

Certain Provisions of 18 & 19 Vict. c. xcvii. extended to this Act.

23. The Sections 44 to 52, both inclusive, and Section 54, of "The *Glasgow and South-western* Railway Consolidation Act, 1855," are extended to this Act in reference to all and every Part of the Money which may be borrowed by the Company under this Act as if the same respectively had been repeated and re-enacted in this Act in relation to such borrowed Money.

Confirming Agreement.

24. The Agreement, a Copy whereof is contained in the Schedule to this Act, is hereby made binding and obligatory upon the Company and the *Caledonian* Railway Company, Parties thereto, and shall be carried into effect by those Companies respectively: Provided that those Companies from Time to Time by mutual Agreement may alter the Terms and Provisions thereof or any of them.

Authorizing Agreements between Company and Joint Line Committee as to Station at Paisley.

25. The Company and the Joint Line Committee may from Time to Time make and enter into and carry into effect Contracts and Agreements with respect to the Use by the Joint Line Committee of any Station at *Paisley* constructed by the Company under this Act, and with respect to the Accommodation, Management, and Regulation of the Trade thereat.

Interest not to be paid on Calls paid up.

26. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares or Stock, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls actually made in respect of the Shares or Stock 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 Company from paying to any Shareholder such Interest on any Money advanced

by

by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

27. It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway, or to execute any other Work or Undertaking.

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

28. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized, or the Company, from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this or any other Act relating to the Company.

Expenses of Act.

29. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

AGREEMENT between the GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY and the CALEDONIAN RAILWAY COMPANY.

This Agreement, entered into and executed by and between the Glasgow and South-western Railway Company of the First Part and the Caledonian Railway Company of the Second Part, witnesseth, that the Parties have agreed with and hereby bind and oblige themselves to each other as follows, viz.:

First. The First Party shall widen the Gauge of their present Paisley and Renfrew Railway, and fit it for general Traffic, and shall form a Junction by a double Line between it and the Glasgow and Paisley Joint Railway near Paisley. The Rails on the Line of the present Paisley and Renfrew Railway may be single at the first, but before the Expiration of Four Years from the Date of the passing of the Act authorizing the Construction of the Junction Line above mentioned the First Party shall complete the said Railway as a double Line of Railway, all at their own Expense.

Second. The Second Party shall, subject to the Regulations and Byelaws of the First Party in force for the Time, have full running Powers for their Engines, Carriages, and Waggons along the said Railways, both as single and as double Lines, and over or into any of the Stations, Sidings, or Branches thereof which are or may be constructed, and shall have the Use of all Ground, Wharves, Sidings, Quayage, Harbours, Docks, Cranes, Stations, Sheds, and other Traffic Accommodation which belong or may belong to and be in connexion with the said Railways, excepting the Station and other Accommodation at Paisley: Declaring that the Second Party shall not be entitled to take up at any Station on the said Railways any Passengers, Parcels, Animals, Goods, or Minerals, and deliver the same at any other Station on the said Railways,—the Meaning being that the above Powers are to be used for the Second Party's Through Traffic only, and not for Local Traffic arising on the said Railways.

Third. In respect of the Engagements undertaken by the First Party in the preceding Articles, the Second Party undertake to pay to them the Tolls, Rates, or Remuneration following; that is to say,

For Passengers of all Classes - - -	Twopence each;
For Horses, Mules, or Asses - - -	Twopence each;
For Cattle, Sheep, and Pigs - -	Eightpence per Truckload;
For Carriages, not being Carriages adapted and used for travelling on a Railway - - - - -	Sixpence each;
For small Parcels (Ten to the Ton of Goods), and a proportional Charge for any smaller Number - - -	Fourpence per Ton;
For Goods - - - - -	Fourpence per Ton;
For Minerals and Pig Iron - - -	Threepence per Ton;

For large Weights above Ten Tons each, casting or forging, Sixpence per Ton.

The above Tolls, Rates, or Remuneration to apply to all Traffic of the Caledonian Company which may pass to or from or upon any Part of the said Lines and Works specified in the preceding Articles.

Fourth. If the First Party should erect a Station at Paisley, either on the said new Junction Line, or on the present Paisley and Renfrew Line, it shall not be used for the conducting or booking of Paisley and Glasgow Passengers Traffic without the previous Consent in Writing of the Second Party being given thereto; and if the said Station be so used with Consent at any Time the Glasgow and Paisley Joint Line Committee shall pay therefor by way of Rent to the First Party at the Rate of One hundred Pounds a Year, and shall have the Control and Working of the said Station so far as regards the Glasgow and Paisley Traffic, the Expenses of which Working shall be borne by the said Joint Committee; and the Receipts from such Traffic shall belong to the said Joint Line on the same Footing as for Traffic to and from the present Station of the Joint Line at Paisley.

Fifth. All Paisley Traffic to and from Glasgow shall, as at present, belong to the said Joint Line Committee.

Sixth. In the event of the Second Party joining the First Party in erecting a new Goods Station for the Use of the Two Companies at Paisley, the said First Party shall acquire the necessary Land and convey the same to the Joint Line Committee at the Cost Price.

Seventh. Clauses giving Effect to the Provisions of this Agreement shall be inserted in the Act to be obtained by the First Party for the Construction of the said Junction Line and Works, or this Agreement shall be confirmed by and appended to the Act.

Eighth. Any Question or Difference that may arise between the Parties hereto as to the true Intent and Meaning of this Agreement, or the Mode of carrying the same into operation, shall from Time to Time, so often as any such Question or Difference shall arise, be referred to the amicable Decision, Final Sentence, and Decreet Arbitral of Benjamin Hall Blyth, Esquire, Civil Engineer, Edinburgh, as sole Arbiter mutually named by the Parties, whom failing, any such Question or Difference shall be referred to and settled by Arbitration in Terms of the "Railway Companies Arbitration Act, 1859."

Ninth. The Parties hereto bind and oblige themselves to each other to implement and fulfil this Agreement, and any Orders, Awards, or Decrees, arbitral, interim, or final, to follow hereon, under the Penalty of Five hundred Pounds, to be paid by the Party failing to the Party performing or willing to perform the same over and above Performance; and they consent to Registration hereof, and of the said Awards and Decrees, arbitral, interim, or final, in the Books of Council and Session, or others competent for Preservation, and that all Execution needful may pass hereupon in Form as effeirs, and thereto constitute their Procurators.

In witness whereof these Presents written upon this and the Two preceding Pages of stamped Paper by Hugh Fullarton, Clerk at Glasgow to the said First Party, are sealed with the respective Common or Corporate Seals of the Parties hereto, and are further subscribed in Duplicate as follows, viz.: by the said First Party, that is to say, by James Lumsden and Robert Barclay, both Merchants in Glasgow, Two of the Directors of the said First Party, both at Glasgow, upon the Twenty-fourth Day of March in the Year One thousand eight

eight hundred and sixty-three, before these Witnesses, William John Wainwright, Secretary, and James Kerr, Law Clerk, both to the said First Party, and by the said Second Party, that is to say, by John Ross, junior, Merchant in Glasgow, and Philip Black, of Thirty-one Lynedoch Street, Glasgow, Two of the Directors of the Second Party, and by Archibald Gibson, the Secretary of the Second Party, all at Glasgow, upon the Thirty-first Day of said Month of March in the Year last mentioned, before these Witnesses, William Tarbet Provand and Charles Reddie Hart, both Clerks in the Offices of the Second Party at Glasgow.

W. J. WAINWRIGHT, Witness.
JAMES KERR, Witness.
W. T. PROVAND, Witness.
C. R. HART, Witness.

JAMES LUMSDEN, Director.
ROBT. BARCLAY, Director.
JOHN ROSS, junr., Director.
P. BLACK, Director.

Seal of the Glasgow and South-western Railway Company.

Seal of Caledonian Railway Company.

ARCHIBALD GIBSON, Secretary.

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