CHAPTER ccxvi.

An Act for making railways from the Stobcross Branch of the North British Railway to the Glasgow and Coatbridge Branch and the Helensburgh Branch of that Railway, and for other purposes. [10th August 1882.]

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WHEREAS the railways herein-after described would be of local and public advantage, and the persons herein-after named with others are willing at their own expense to construct the same, and it is expedient that they should be incorporated for the purpose of carrying the undertaking into execution:

And whereas it is expedient that the Company herein-after incorporated and the North British Railway Company should be empowered to enter into and carry into effect working, traffic and other agreements and arrangements, as herein-after provided, and that the agreement set forth in the schedule to this Act should be confirmed:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk of the county of Lanark, at his office at Glasgow, and with the principal sheriff clerk of the county of Dumbarton, at his office at Dumbarton, and are herein-after respectively referred to as the deposited plans, sections and books of reference:

And whereas the purposes 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,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

Short title.

1. This Act may be cited for all purposes as the Glasgow City and District Railway Act, 1882.

Incorporation of Acts. 8 & 9 Vict. c. 17. 26 & 27 Vict. c. 118. 32 & 33 Vict. c. 48. 8 & 9 Vict. c. 19. 23 & 24 Vict. c. 106. 8 & 9 Vict. c. 33. 26 & 27 Vict. c. 92.

2. The Companies Clauses Consolidation (Scotland) Act, 1845; Part I. (relating to the cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869; the Lands Clauses Consolidation (Scotland) Act, 1845; the Lands Clauses Consolidation Acts Amendment Act, 1860; the Railways Clauses Consolidation (Scotland) Act, 1845; and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are, except where expressly varied by or inconsistent with this Act, incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expressions "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated.

4. William Weir, James Parker Smith, John Erskine Campbell Colquhoun, James Black, Thomas Reid, John Black, James Rodger Thomson, Andrew Cassels, John Murray, William Laird, John Hendrie, John Lang, Alfred Brown, Allan Kirkwood and Gavin Paterson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "the Glasgow City and District Railway Company," and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described, with all proper stations, junctions, sidings, approaches, works and conveniences connected therewith, and may enter upon, take and

use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

Description of railways.

6. The railways herein-before referred to and authorised by this Act, are:—

First. A railway (called Railway No. 1) two miles, three furlongs, one chain and four yards or thereabouts in length, commencing by a junction with the Stobcross Branch of the North British Railway, at a point thereon three hundred and sixty-six yards or thereabouts, measuring eastward along the said Stobcross Branch from the centre of the bridge carrying the said Stobcross Branch over Sandyford Street, in the City of Glasgow, and terminating by a junction with the Glasgow and Coatbridge Branch of the North British Railway at a point thereon ninety-one yards or thereabouts, measuring westward along the said Glasgow and Coatbridge Branch from the west side of the bridge carrying Barrack Street, in the said city, over the said Glasgow and Coatbridge Branch.

Second. A railway (called Railway No. 2) five furlongs, eight chains and eleven yards or thereabouts in length, commencing by a junction with the Glasgow, Dumbarton and Helensburgh Branch of the North British Railway, at a point thereon two hundred and twenty-seven yards or thereabouts north-westward from the north-west corner of the farm-steading of Netherton, in the parish of New Kilpatrick, and terminating by a junction with the branch railway leading from the said Stobcross Branch towards Knightswood in the said parish, at a point thereon four hundred and eighty-eight yards or thereabouts, measuring along the said Stobcross Branch and the said branch railway leading towards Knightswood, northward from the centre of the bridge carrying the said Stobcross Branch over the Great Western Road.

Capital.

7. The capital of the Company shall be five hundred and fifty thousand pounds, in fifty-five thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three fifths of the amount of a share shall be the

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utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder being a minor, idiot or lunatic, the receipt of the guardian or committee of his estate, or of his tutor or curator or curator bonis, shall be a sufficient discharge to the Company.

Power to divide shares.

11. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share," but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

12. The dividend which would from time to time be payable on any divided share, if the same had continued an entire share, shall be applied in payment of dividends on the two half shares in manner following, that is to say: First, in payment of dividend after such rate, not exceeding six pounds per centum per annum, as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Priority of dividends on preferred half shares.

13. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to and before any dividend shall for that year be payable on the deferred half share bearing the same number; but if in any year ending the thirty-first day of December, or, if the half-yearly accounts of the Company shall be brought down to the thirty-first day of January and the thirty-first day of July, then if in any year ending the thirty-first day of January, there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Registration of half shares.

14. Forthwith after the creation of any half shares, the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost; and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

15. The terms and conditions on which any preferred half share or deferred half share created under the authority of this Act is issued, shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

16. The provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the forfeiture of shares for non-payment of calls, shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors, all dividends which would be payable thereon, if the same had not been forfeited, shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled.

17. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Rights of holders of half shares.

18. The several half shares created under the authority of this Act shall be half shares in the capital of the Company; and every two half shares (whether preferred or deferred, or one of each) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow.

19. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and eighty-three thousand three hundred pounds; but no part thereof shall be borrowed until the whole capital of five hundred and fifty thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff, who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies that the whole of

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such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors or assigns, and that such persons or corporations, their executors, administrators, successors or assigns, are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a judicial factor.

20. The mortgagees of the undertaking may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor; and in order to authorise the appointment of a judicial factor in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

21. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained, the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act, shall, subject to the provisions of any subsequent Act, rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised), and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

22. All moneys raised under this Act, whether by shares or borrowing, or by debenture stock, shall be applied for the purposes of this Act only.

First and subsequent ordinary meetings.

23. The first ordinary meeting of the Company shall be held within six months after the passing of this Act; and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of March or April and September or October, and all meetings of the Company, whether ordinary or extraordinary, shall be held in Glasgow or in such other place as the directors may from time to time appoint.

Quorum of meetings.

24. The quorum of every general meeting of the Company shall be ten shareholders present personally or by proxy holding in the

aggregate not less than ten thousand pounds in the capital of the Company. A.D. 1882.

Number of directors.

25. The number of directors shall be six; but the Company may from time to time reduce the number, provided that the number be not less than four.

Qualification of directors.

26. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

27. The quorum of a meeting of directors shall be three, unless the number of directors shall be reduced to less than five and then and so long as the number shall continue to be less than five the quorum shall be two.

First directors.

28. William Weir, James Parker Smith, James Black, Thomas Reid, James Rodger Thomson, and William Laird shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; and at such meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by that Act.

Domicile of the Company.

29. The domicile of the Company with reference to all judicial proceedings or actions at law shall be held to be in Glasgow.

Land for extraordinary purposes.

30. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, shall not exceed two acres.

Period for compulsory purchase of lands.

31. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to deviate from lines delineated on plans.

32. Subject to the provisions of this Act, the Company may, in the construction of the railways, deviate from the lines thereof

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delineated on the deposited plans to any extent within the limits of deviation marked thereon, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding.

Power to deviate from levels on sections.

33. The Company may, in the construction of Railway No. 1, deviate from the levels and gradients thereof shown on the deposited sections to such extent as may be found necessary or convenient for avoiding, accommodating, preserving, or improving the drainage or sewers or other works in or under the streets, roads, roadways, lanes, footpaths and places through which the said railway will be made, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding: Provided that no deviation upwards shall be made from such levels.

Interference with streets.

34. Subject to the provisions of this Act, the Company may, for the purpose of constructing Railway No. 1, appropriate and use the sub-soil of the streets, roads, roadways, lanes, footpaths and places shown on the deposited plans, and described in the deposited books of reference, and may break up, remove, alter, or interfere with all drains or sewers, and all water, gas, and other pipes therein or thereunder; and the Company may, during the construction of the railways cross, alter, stop up or divert the said streets, roads, roadways, lanes, footpaths, and places, or any of them, and use and appropriate any of them so stopped up: Provided always, that unless and until the properties and interests in property in the Barony parish of Glasgow mentioned in this proviso shall be wholly purchased or taken by the Company, this section shall not apply to the properties numbered respectively in the deposited plans and book of reference 41 to 51 inclusive, in the Barony parish of Glasgow, nor to the interests of the owners of the last-mentioned properties in the properties numbered therein 52 and 52A in that parish: Provided further, that unless and until the properties and interest in property herein-after mentioned in this proviso shall be wholly purchased or taken by the Company, this section shall not apply to the properties numbered in the deposited plans and book of reference 3, 4 and 6, 6, in the City parish of Glasgow, nor to the rights of Robert Cranston, nor to the interest of James Thomas Whitelaw and Alexander Johnston in the property numbered 5 in the said plans and book of reference, in the same parish.

Providing for ventilation of railway.

35. Subject to the provisions of this Act, the Company may make, and shall for ever after maintain, all requisite openings, shafts or vents for the purpose of ventilating Railway No. 1, and the Company may (subject as aforesaid) for the purposes of such openings, shafts or vents, interfere with and divert all sewers, drains, gas and

water mains and pipes and other works, and also, subject to the provisions of the Telegraph Act, 1878, any telegraph wires and works connected therewith, which may impede the construction and use of the said openings, shafts or vents; and the Company may apply any moneys from time to time belonging to them for the construction and maintenance of the said openings, shafts or vents: Provided always, that no such openings, shafts or vents for the purpose of ventilating the said railway shall be made in or upon the properties numbered 52, 52A, 53, 54, 54A, 55, 56, 57, 57A, 58, 58A, 59, 59A, 60, 61, 61A and 62 respectively, on the deposited plans, in the Barony parish of Glasgow, nor upon the properties numbered 3, 4, 5, 6, 6, 41, 42, 43, 44, 45, 46, 47, 77, 77A, 78, 79, 80, 80A, 81, 82, 83, 84, 85 and 106 respectively, on the deposited plans, in the City parish of Glasgow, except with the consent of the respective owners, lessees and occupiers of the aforesaid properties.

41 & 42 Vict. c. 76.

For protection of Glasgow Corporation gas and water undertakings. 18 & 19 Vict. c. cxviii. 32 & 33 Vict. c. lviii.

36. Whereas, in constructing the Railway No. 1, it is proposed to carry the same underneath the Dumbarton Road, at Kent Road, at such a level as may necessitate considerable alterations upon the thirty-six-inch west district main, recently laid by the commissioners acting under the Glasgow Corporation Waterworks Act, 1855 (in this section called "the water commissioners"), and also at such a level as may interfere with, or injuriously affect, several of the leading mains of the Lord Provost, magistrates and council of the City of Glasgow, acting under the Glasgow Corporation Gas Act, 1869 (in this section called "the corporation"): And whereas, in constructing the Railway No. 2, it is proposed to carry the same underneath the west and low district thirty-six-inch mains, belonging to the water commissioners, at a point a short distance to the north of the railway bridge at Temple Lock, and it may be necessary, for the purposes of this Act, to interfere with the said mains: And whereas, one or other of the railways will also be carried underneath several other roads and streets in which the water commissioners and the corporation have other mains and pipes laid, and it may be necessary for the purposes of this Act to interfere with the said roads and streets, and the said mains and pipes: And whereas the inhabitants of the City of Glasgow are supplied with water by the water commissioners by means of certain of the said mains and pipes, and with gas by the corporation by means of other of the said mains and pipes: And whereas it is expedient that provision be made for protecting the said mains and pipes during the construction of the works by this Act authorised, and for preventing any interruption of the supply of water by the water commissioners,

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and of the supply of gas by the corporation to the inhabitants of the said city: Therefore the following provisions in that behalf shall be binding on the Company, and have full effect (that is to say):—

(*a.*) At least twenty-one days before the Company commence any works, the execution of which would in any way interfere with or affect any of the said roads and streets, or the substrata of the same, and mains or pipes therein, they shall give to the water commissioners or to the corporation, as the case may be, notice thereof, in writing, accompanied by plans and sections, working drawings and specifications, showing the manner in which the proposed tunnel and railway works are to be executed at the points where the same are to be constructed, underneath or near to the said mains or pipes, which shall include all beams, girders, troughs, culverts and masonry, which may be necessary for conveying, supporting and protecting the existing mains or pipes of the water commissioners or of the corporation, and any additional mains or pipes which may be laid by the water commissioners or by the corporation, as herein-after provided, together with all scour pipes and air valves which may be rendered necessary by the operations of the Company, and also the means where any are required of supporting, diverting or protecting the mains or pipes either during the operations of the Company or permanently; which plans and sections shall be approved of by the engineers of the commissioners, and of the corporation respectively, previously to the works of the Company affecting the said roads or streets, or the substrata of the same, and mains or pipes therein being commenced, or in the event of any difference of opinion between the said engineers and the engineer of the Company, such difference shall be settled by an arbitrator, to be appointed by the sheriff of the county of Lanark:

(*b.*) In constructing Railway No. 1 underneath Dumbarton Road, at the point in which the foresaid thirty-six-inch main of the water commissioners, and several of the leading mains of the corporation are laid, the Company shall be bound to leave such covering, between the top of the tunnel or covered way and the said mains, as the engineers of the water commissioners and the corporation may think proper, or as in case of the company being dissatisfied with their requirements may be determined by an arbitrator, to be appointed as aforesaid; and in constructing Railways Nos. 1 and 2 underneath any of the other roads or streets in which any main or pipe of the water commissioners, or of the corporation, is or may be laid, the

Company shall also be bound to leave such covering between the top of the tunnel or covered way and such other main or pipe as the engineers of the water commissioners and the corporation may think proper, or as in case of the Company being dissatisfied with their requirements, may be determined by an arbitrator, to be appointed as aforesaid; and also in both cases to provide such other protection for all or any of the said mains or pipes as the engineer of the commissioners or the corporation, or such arbitrator may think proper:

(*c.*) Before any of the mains or pipes of the water commissioners or the corporation are in any way interfered with, to the effect of interrupting the supply of water or gas through the then existing mains or pipes, there shall be laid down mains or pipes of dimensions not less than the mains or pipes which are to be so interfered with, and having junctions at each end thereof with the then existing mains or pipes, so as to provide for the uninterrupted supply of water or gas for all purposes during the execution of the works, as fully and freely as if the then existing mains and pipes were not interfered with:

(*d.*) When the mains and pipes so interfered with are replaced, and the roadways over the same, or the substrata thereof, are made good, any temporary mains or pipes which may have been laid shall be disconnected from the then existing mains or pipes, and when the full and free flow of water or gas for all purposes through the mains or pipes so replaced shall be restored, such temporary mains and pipes may be removed:

(*e.*) The works approved of by the engineers of the water commissioners and of the corporation, or the arbitrator to be appointed as aforesaid, so far as they interfere with or affect any of the works or water supply of the water commissioners, or of the works or gas supply of the corporation, shall be executed by the water commissioners or the corporation as the case may be, or by such persons as they respectively shall think fit, and under the sole direction of their engineers respectively; and during the progress of those works the said engineers may, if they think fit, execute any incidental works which they deem requisite for the protection of the water commissioners or of the corporation in accordance with this section: Provided always that if the Company shall consider the mode of execution of any such works so approved of or any such incidental works objectionable or unreasonable, they shall have power to appeal to the arbitrator, to be appointed as aforesaid, who shall decide upon any such objection:

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(*f.*) If the water commissioners or the corporation, for ten days next after the day named in the notice served by the Company for the commencement of the works interfering with or affecting the said roads or streets, or substrata of the same, and mains or pipes therein, or any of them, or for ten days after such later day, as the Company by notice in writing to the water commissioners or to the corporation may have named for commencing the works, fail to commence or at any time thereafter fail to proceed with reasonable dispatch in the execution of the works, the Company at their own expense may remove, alter, or otherwise interfere with the said roads or streets and the substrata of the same and mains or pipes therein, or any of them, in such manner and to such extent as they deem necessary, and may execute all such other works as they deem requisite for preventing any interruption to the supply of water by the water commissioners, or to the supply of gas by the corporation:

(*g.*) The Company shall pay to the water commissioners and to the corporation respectively the amount of all reasonable costs, charges and expenses incurred by the water commissioners or by the corporation in or about or in any way relating to the works so executed by them, including a reasonable sum as remuneration to their respective engineers for their services in that behalf, but under deduction of the value of the pipes superseded by new works:

(*h.*) The water commissioners or the corporation shall not be liable for any damage or injury done to the works of the Company, or to any of the roads or streets, or underneath which the railways are to be formed, or otherwise howsoever by reason of any of the works executed under this Act, or consequent on the execution thereof, and the Company shall indemnify the water commissioners and the corporation, and save them harmless from and against the consequences of all such damages or injury, unless such damage or injury shall have been occasioned by the default or neglect of the water commissioners or of the corporation or of their respective agents, officers, workmen or servants:

(*i.*) If at any time any accident shall occur to the mains and pipes belonging to the water commissioners or to the corporation, at or near any of the points where the tunnel and railways are to be constructed underneath the said mains or pipes, in respect of which it may be necessary to interfere with any of the works of the Company, it shall be lawful for the water commissioners

or the corporation immediately to repair the said mains or pipes in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railways of the Company: Provided always that the water commissioners or the corporation shall either before or as soon as practicable after the commencement of such repair, give notice thereof to the Company: Provided also that it shall be lawful for the Company, on the occurrence of any such accident, to repair any damage that may be thereby caused to the railways, so far as the same can be repaired without interrupting the repair of the said mains or pipes:

(*j.*) The water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railways or works connected therewith, or to the rolling stock used, or to the passengers or goods conveyed upon the railways, by reason of any accident which may at any time happen to the said mains or pipes, at or near any of the points where the tunnel and railways are to be constructed underneath the same; nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railways during the repair of the said mains or pipes which may be necessary in consequence of such accident, unless such loss or damage shall have been occasioned by the default or neglect of the water commissioners or the corporation, or of their agents, officers, workmen, or servants:

(*k.*) Nothing in this Act shall prevent the water commissioners or the corporation from laying from time to time, as they think proper, any additional pipes which may not interfere with the permanent use of the railways, or either of them, for the purposes of the said water or gas supply within the area of the said streets and roads underneath which the tunnel and railways are to be constructed, and the water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railways, or for any stoppage of the railways or loss of traffic thereon that may be caused by the laying of such additional pipes, but the Company shall indemnify them and save them harmless from and against the consequences of such damage, stoppage or loss: Provided always that the water commissioners or the corporation shall give to the Company twenty-one days notice in writing, accompanied by plans, sections and specifications, showing the manner in which such additional pipes are proposed to be laid before commencing the laying of such additional pipes, and shall complete the same

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with all reasonable dispatch: Provided also, that the Company shall be entitled to execute such works as they may think necessary to secure the railways from injury, and prevent interruption to the traffic thereon, during the laying of such additional pipes, but so that such works shall not interrupt the laying of those pipes: Provided also, that the works necessary for laying such additional pipes by the water commissioners or the corporation, and the works necessary to secure the railways, and the traffic thereon from damage or interruption as aforesaid, shall be made and completed according to a plan to be approved of, previously to the commencement of any such works, by the engineers for the time being of the water commissioners or the corporation and of the Company respectively, or in case of difference between them, then according to a plan to be so approved of by an arbitrator to be appointed as aforesaid:

(*l.*) The special provisions herein contained for the protection of the water commissioners and the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, sections 18 to 23 both inclusive, but those provisions respectively, except in so far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect:

(*m.*) In all cases in which an arbitrator shall be appointed as aforesaid, he shall have power to determine by whom and in what manner the costs of and incident to the arbitration shall be paid.

For protection of the corporation of Glasgow.

37. For the further protection of the Lord Provost, magistrates and council of the City of Glasgow, as a municipal corporation and as trustees or commissioners acting in execution of the several Public and Local and Personal Acts, by which any powers, jurisdiction or authorities are conferred on them (in this section called "the corporation") the following provisions, in addition to the provisions contained in the last preceding section, shall have effect and be binding on the Company (that is to say):—

(*a.*) At least twenty-one days before the Company commence any works, the execution of which would in any way interfere with or affect any of the roads or streets in the city and royal burgh of Glasgow, or which would interfere with or affect the sewers and drains belonging to the corporation, the Company shall give to the corporation notice thereof in writing, accompanied by plans, sections, working drawings and specifications, showing the manner in which the proposed railways and works

are to be executed, and also the means to be employed for protecting the said roads, streets, sewers and drains during the operations of the Company, and also the means to be employed for making good any injury or damage to or interference with the said roads, streets, sewers and drains; which plans, sections, working drawings and specifications shall be subject to the approval of the corporation previously to the works of the Company affecting the said roads, streets, sewers or drains being commenced.

(*b.*) Where the railways and works and operations of the Company are carried on upon the surface of the ground, the Company shall not at any one time, without the consent of the corporation, interfere with or occupy for the purposes of the said railways and works and operations, a greater extent of road or street surface than one hundred and fifty lineal yards. In every case in which the Company interfere with the said roads or streets, the Company shall, to the satisfaction of the corporation—

(1.) Restore the road or street so interfered with to its original level;

(2.) Cause the formation of the road or street to be properly consolidated;

(3.) Make good the paving and metalling of the road or street;

(4.) Provide and maintain all requisite communications and accesses for foot passengers to and from the houses and other buildings in the streets or roads so interfered with.

(*c.*) At least two months before the Company commence any station within the city and royal burgh of Glasgow, the Company shall submit to the corporation plans, sections and elevations of the said station, which plans, sections and elevations shall be subject to the approval of the corporation previously to the said station being commenced.

(*d.*) Nothing in this Act contained shall prevent the corporation from constructing a subway between Graeme Street and Duke Street, in terms of and as provided in section 7 of the City of Glasgow Union Railway Act, 1871, and section 37 of the North British Railway Act, 1873; and section 7 of the City of Glasgow Union Railway Act, 1871, shall be read and have effect as if the engineer of the Company were therein mentioned in addition to the engineers of the City of Glasgow Union Railway Company, the North British Railway Company, and the Glasgow and South-western Railway Company; and the Company shall

34 & 35 Vict. c. cxxvi. 36 & 37 Vict. c. ccix.

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give all reasonable and necessary facilities for the construction of the said subway, so far as it may be made through or under or may affect any land or property belonging to or to be acquired by the Company, without the Company making any claim for compensation for land taken or for damage occasioned to the railway and works of the Company by reason of the construction of the subway or otherwise.

(*e.*) The Company shall, from time to time, make all necessary provisions for the ventilation of Railway No. 1, to the satisfaction of the corporation; and the Company shall not make in any road or street, or in the footways of any road or street any openings, shafts or vents for the purpose of ventilating the said railway, except with the consent of the corporation for the admission of fresh air, which consent the corporation may at any time recall. All openings, shafts or vents to be constructed for the purpose of ventilating the said railway, shall be so constructed as not to discharge between the building line on either side of the road or street, and so as not to hinder or obstruct the traffic of the roads or streets, and at such elevation and in such manner as not to occasion a nuisance to the public or to the owners or occupiers of houses or other buildings in any road or street. At least two months before the Company commence any ventilating works in the city of Glasgow, they shall from time to time give to the corporation notice thereof in writing, accompanied by plans, sections, working drawings and specifications, showing the manner in which any ventilating works are proposed to be executed, which plans, sections, working drawings and specifications shall be subject to the approval of the corporation previously to the Company commencing any such ventilating works; and, if at any time after such plans, sections, working drawings and specifications have been so approved of, or, if at any time after any ventilating works have been made, the corporation require alterations to be made therein, or new ventilating works to be made, the Company shall from time to time make such alterations or new ventilating works, and shall previously submit new plans, sections, working drawings and specifications to the corporation; and such altered or new ventilating works shall be made only in accordance with plans, sections, working drawings and specifications to be subject to the approval of the corporation.

(*f.*) Wherever the railways or works cross or otherwise interfere with any of the lines of the tramways of the corporation, or those lines or any of them are interfered with by the operations

of the Company, the construction of the railways and works so crossing or interfering with any lines of the said tramways, shall be conducted under the supervision, and with the approval of the corporation, and the Company shall indemnify the lessees for the time being of the tramways for any damage, detention, injury or other interference sustained by them by reason of the interruption to or interference with their traffic in consequence of the construction of the railways and works, or of the operations of the Company or otherwise.

(*g*.) The Company shall pay to the corporation the costs and expenses they may incur or be put to in superintending the works authorised by this Act, or otherwise, or with reference to any of the matters aforesaid.

(*h*.) Nothing in this Act contained shall prevent the corporation at any future time from carrying out any public improvement, or any alterations, developments or extensions of the existing or contemplated works, in connexion with any department administered by them, either above or below the level of the railway, and wherever the same are carried across the railway the Company shall pay to the corporation any additional expense the corporation may incur or be put to, in the carrying out of the same, by reason of the making or maintaining of the railways and works, or by any of the operations of the Company; nor shall anything in this Act entitle the Company to any compensation for any damage occasioned by such operations of the corporation.

(*i*.) If the corporation and the Company shall differ upon, or with reference to any plans, elevations, sections or other particulars, which under the provisions herein-before contained are to be delivered by the Company to the corporation, or as to the mode of carrying out the same, or as to any other matter or thing arising out of the said plans, elevations, sections or particulars, or any of the provisions of this section (except with reference to the said ventilating works), every such difference shall, on the application of the Company, or of the corporation be referred to the determination of an arbitrator, to be named by the sheriff of the county of Lanark, and such arbitrator shall have power to determine the matter in difference, and by whom and in what manner the costs of and incident to the reference shall be paid.

Regulation as to stopping up certain streets.

38. In the event of the Company requiring, for the purposes of Railway No. 1, or any part thereof, to open, or in any manner interfere with the surface of Kent Road, then and in that case it

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shall not be lawful for the Company to stop up or interfere with, at one and the same time, any two contiguous streets which cross or run into Kent Road.

For restoration of streets.

39. In constructing the railways, the Company shall restore the portions of the carriageway of any street to be from time to time closed by them for traffic for the purposes of the works, within three months from the day upon which such portions shall respectively be so closed, and they shall be liable to a penalty, not exceeding twenty pounds, for every day after the expiration of the said period during which such portions respectively shall not be so restored; and such penalty shall be recoverable with costs in the court of the sheriff of the county of Lanark, on summary application by all or any of the proprietors, or tenants, in that part of the street which is opposite the respective portions which shall not be restored.

Construction of Railway No. 1 through Elmbank Crescent and protection of proprietors and others on the south side.

40. Whereas Railway No. 1 is intended to be carried through or under a certain crescent, called Elmbank Crescent, in the Barony parish of Glasgow, and it is necessary to make provision for the mode in which the works shall be executed, and for the protection of the proprietors and occupants of the houses on the south side of Elmbank Crescent: Therefore—

(1.) In constructing the said railway and works connected therewith, the Company shall not open the surface, nor use any part marked respectively in the deposited plans and book of reference 52 and 52A, in the Barony parish of Glasgow, except in so far as it may be necessary to open the surface for the purpose of constructing a covered way;

(2.) No part of the said property marked Nos. 52 and 52A shall be kept open for a longer period than three months; and during such period the Company shall provide access to the houses on the south side of the crescent for carts and carriages, if the present access is interfered with;

(3.) If any portion of Elmbank Crescent is required to be kept permanently open, such opening and the whole works connected with such opening shall be kept behind the present building line of the north side of the crescent; and no permanent communication shall be formed between the railway or any station and the crescent;

(4.) The Company shall make to the owners and occupiers of and all other parties interested in the houses upon the south side of Elmbank Crescent, full compensation for all injury or damage, if any, sustained (directly or indirectly) by such owners,

occupiers and other parties, by reason as regards such houses, of the construction and maintenance of the said railway, and the works connected therewith, and such injury and damage shall be held to include injury by loss of amenity;

(5.) The amount of such compensation shall be ascertained and determined in the manner provided by the Lands Clauses Consolidation (Scotland) Act, for determining questions of compensation with regard to lands purchased or taken under the provisions thereof, and all the provisions of the said last-mentioned Act shall be applicable to determine the amount of any such compensation and to enforcing the payment or other satisfaction thereof: Provided always that the arbiter or other authority determining such compensation may, if in his opinion any claim shall be frivolous or vexatious, deal with the question of costs as he shall see fit.

Providing for water pipes and sewers for lands of Stobcross. 33 & 34 Vict. c. civ.

41. Whereas by the tenth article of an agreement between the trustees of the Clyde Navigation of the first part, the North British Railway Company of the second part, and the proprietors of the lands of Stobcross (in this Act called "the Stobcross proprietors") of the third part, which is scheduled to the North British Railway (General Powers) Act 1870, provision was made for enabling the Stobcross proprietors to draw water from the River Clyde and from the wet dock or tidal basin to be formed by the said trustees, and also for carrying the sewage from the lands of the Stobcross proprietors into the said river and wet dock or basin; be it enacted that the Stobcross proprietors shall, for the purpose of drawing water from the said river and from the said dock or basin, have power to carry pipes through the ground to be acquired by the Company, at such places as may be required for the convenience of the remaining lands of the Stobcross proprietors; and they shall also have power to carry sewers from the said remaining lands, through the said ground, to the River Clyde, or to the said dock or basin; the said pipes and sewers to be laid so as not, when formed, to interfere injuriously with the line and works of the Company, or the traffic thereon, or their engine sheds or other buildings: Provided always that if, under the provisions of the said tenth article of the said agreement, the trustees of the Clyde Navigation shall at any time alter or require the alteration of any such sewers, the Company shall consent to and shall afford all necessary facilities for a corresponding alteration of such sewers, so far as passing through the lands or works of the Company, and so that the same shall not interfere injuriously with the line or works of the Company or the traffic thereon, or their engine sheds or other buildings.

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Providing for access for foot passengers at Stobcross.

42. Whereas by the eleventh article of the last-mentioned agreement it was provided that the North British Railway Company should, if required by the Stobcross proprietors, give and maintain an access for foot passengers, from the Stobcross proprietors remaining lands, across the said railway company's line and station, to the Point House Road as therein more particularly mentioned: the Company shall, if and when required by the Stobcross proprietors, give and maintain a continuation of the aforesaid access for foot passengers across Railway No. 1, of the same width as and equally convenient with that access: Provided that the same shall be placed in such a position as not to interfere with Railway No. 1, or the works thereof, or the working of the traffic thereon, or as little as may be.

Construction of bridge at East St. Vincent Crescent.

43. The Company shall carry the street called East Saint Vincent Crescent over Railway No. 1 by a bridge, of sixty feet in width on the square between the parapets, and without altering the line or levels of the said street; and the said bridge shall be constructed according to plans, sections, and working drawings, to be submitted to and approved by the engineer of the Stobcross proprietors before the commencement of the works, and under the superintendence and to the satisfaction of such engineer, or, in case of difference between such engineer and the engineer of the Company, then according to plans, sections, and working drawings approved by, and under the superintendence and to the satisfaction of, an engineer to be appointed by the sheriff of the county of Lanark.

Lane No. 14 to be carried over railway.

44. The Company shall carry the lane leading from Corunna Street south-eastward behind the houses in East Saint Vincent Crescent, and numbered 14 on the deposited plans of Railway No. 1, in the Barony parish of Glasgow, over the said railway, by means of a bridge of the full width of the said lane, and without altering the line or levels thereof, such bridge to be constructed as shall be agreed upon between the engineer of the Company and the engineer of the Stobcross proprietors, or, failing such agreement, as shall be determined by an engineer to be appointed by the sheriff of the county of Lanark.

Lane No. 17 to be carried over railway.

45. The Company shall carry the lane leading from Dumbarton Road, and forming part of the property numbered 17 on the deposited plans of Railway No. 1, in the Barony parish of Glasgow, over the said railway, by means of a bridge of the full width of the said lane, in such position and of such construction as shall be agreed upon between the engineer of the Company and the engineer of the Stobcross proprietors, or failing such agreement as shall be deter-

mined by an engineer to be appointed by the sheriff of the county of Lanark.

Providing for accesses to certain properties during construction of Railway No. 1.

46. During the construction of Railway No. 1 in Kent Road, opposite the properties of Thomas Smith and John Wylie, on the northern side of that road, the Company shall provide a sufficient cart access to the gateways of the said properties, directly opposite Pembroke Street; and during the construction of the said railway opposite the property of John Wylie, on the southern side of Kent Road, the Company shall provide a sufficient cart access to the gateway of the said property in Kent Road near Belgrave Street, either by Belgrave Street or by Granville Street; and if, during the construction of Railway No. 1, it is necessary to open or interfere with the surface of Balmanno Street, Portland Street, Richmond Street, Montrose Street, John Street, Dundas Street, Buchanan Street, Shaftesbury Terrace, or Elmbank Street, the Company shall, during such period as the said streets respectively are so opened or interfered with, maintain reasonable access for carts and carriages to the properties of William McCall's trustees, Samuel McCall, William McCall, David Wilson, Elizabeth Steel or Cockburn, James Wilson, the British Legal Life Assurance and Loan Company, Limited, Henry Leck, the Glasgow Highland Society, the school board of the burgh of Glasgow, Mrs. Jean Inglis or Robertson's trustees, John Burns Macbrayne and David Wardrop McKechnie, Joseph Robertson, Alexander Gow, Robert Cranston, Edward Meldrum's trustees, the school board of the burgh of Glasgow, and John Ross, Junior's trustees, in the said streets respectively. In case of any dispute arising under this section the same shall be determined by the master of works of Glasgow for the time being, whom failing, by a civil engineer to be appointed by the sheriff of Lanarkshire; and the whole costs of such reference shall be paid by the Company.

Tunnel to be made in a certain manner.

47. The covered way and tunnel shall throughout be made of such strength and durability as shall be sufficient for the effectual support of any buildings, present or future, fronting or abutting on the streets or roads in which the covered way or tunnel is made, and any buildings which are now erected upon the land over or by the side of the tunnel, and of any buildings which might be hereafter lawfully erected upon such land if the tunnel had not been made.

Compensation for structural damage.

48. If by reason of the construction of the said covered way or tunnel any structural damage shall be caused to any buildings, present or future, fronting or abutting on the streets or roads in

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or under which Railway No. 1 is constructed, or any buildings erected or which may hereafter be lawfully erected upon the land over or by the side of the tunnel, or to the foundations of any such buildings, the Company shall make compensation therefor to the owners, lessees or occupiers of such buildings, and such compensation shall be ascertained in the manner provided in the Lands Clauses Consolidation (Scotland) Act, 1845, in cases of disputed compensation: Provided that compensation for injuries recoverable under this section shall be recoverable from time to time as such injuries may accrue or be discovered but no claim for such compensation shall be made unless made within six months from such discovery by such owner, lessee or occupier, or their known agents respectively.

For protection of Sir Archibald Campbell Campbell, Baronet.

49. Nothing in this Act contained shall relieve the Company from any liability to make compensation to Sir Archibald Campbell Campbell, Baronet, or his successors, for the value of any freestone belonging to him or them which shall be taken in constructing Railway No. 1, or from any liability to damages occasioned to him or them in working the freestone over or under the said railway by reason of the construction thereof; and before interfering with any freestone requiring to be excavated in constructing the said railway, the Company shall give twenty-one days notice to the said Sir Archibald Campbell Campbell, or his successors, and all such compensation and damages shall be ascertained in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, in cases of disputed compensation: But nothing herein contained shall be held to exclude or prejudice the claim (if any) of any other person or persons interested in the freestone of any roadway or footpath appropriated by the Company under the powers of this Act to compensation therefor.

Regulating crossing of Forth and Clyde Canal.

50. Whereas Railway No. 2 is intended to be carried across and under the Forth and Clyde Canal (herein-after called "the canal"), which forms part of the undertaking of the Caledonian Railway Company (herein-after called "the Caledonian Company"), and it is necessary to make provision for the mode in which the works connected with that crossing shall be executed: Therefore,

(1) All works of the Company at the said crossing, or so near thereto as to be capable of affecting the canal, shall be executed in accordance with plans, sections, and working drawings to be approved of, previously to the commencement of such works, by and under the superintendence and to the satisfaction of George Cunningham, Civil Engineer, Edinburgh, whom failing George Graham, Civil Engineer, Glasgow, whom

failing Benjamin Hall Blyth, Civil Engineer, Edinburgh, whom failing the engineer for the time being of the Caledonian Company; all whose fees and expenses in relation thereto shall be paid by the Company:

(2) The said works shall be completed within three months after the commencement thereof, of which commencement the Company shall give one month's previous notice in writing to the Caledonian Company:

(3) During the said period of three months the Company may diminish the width of the canal, for not more than one hundred feet of its course, to a width of not less than twenty feet, with a clear depth of not less than nine feet below the present water level thereof, but shall not interfere with the existing towing-path of the canal without previously substituting a convenient towing-path, of the same width and on the same level as the existing towing-path, or as near thereto as may be:

(4) The Company shall within the said period of three months restore the canal, so far as interfered with by them, to its present width, and leave therein a clear depth of not less than ten feet below the present water level thereof, so far as the same will be situate above the aqueduct carrying the canal over the railway, and shall restore the towing-path, banks, and works of the canal, so far as interfered with by them, to a state as substantial and convenient in all respects as that in which they were at the commencement of their works:

(5) The said works and all operations connected therewith shall be carried on and completed within the said period of three months, at the sole risk of the Company, who shall be liable for all damages occasioned to the canal and works connected therewith, or to the traders on the canal, or to the adjoining country, by or in consequence of the operations of the Company, whensoever such damages may occur; and the canal, towing-path, and other works of the Caledonian Company, so far as interfered with by the Company, shall be in all time coming maintained by the Company, in a state of perfect repair and free from leakage, but such maintenance shall not be deemed to include the dredging of the canal from time to time so as to maintain the depth aforesaid:

(6) If the canal, towing-path, or other works of the Caledonian Company, so far as interfered with by the Company, be not restored as herein-before provided, or be so constructed, altered, or maintained by them, as at any time, whether during

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or after the expiration of the said period of three months, to impede vessels or traffic of any kind from navigating or using the same as freely and uninterruptedly as at present, the Company shall pay to the Caledonian Company the actual damage thereby occasioned, or in lieu thereof, and in the option of the Caledonian Company, as and by way of liquidated and ascertained damages, the sum of ten pounds for every continuous period of an hour, not exceeding forty-eight consecutive hours, during which such non-restoration or impediment shall continue, but if such non-restoration or impediment continue more than forty-eight consecutive hours, then the sum of ten pounds for each of the said forty-eight hours, and the sum of twenty pounds for each subsequent hour; and in default of payment of any such actual or liquidated and ascertained damages, on demand being made upon the secretary or any other officer of the Company, the Caledonian Company may sue for and recover the same, together with full expenses, by action against the Company in the Court of Session in Scotland, or in the sheriff court of Lanarkshire at Glasgow:

(7) If at any time there shall be any leakage in the canal, so far as the same is interfered with by the Company, or in consequence of their operations, or if the canal, towing-path, and other works to be maintained by them as aforesaid, be not kept in a state of complete repair; and if the Company do not, within twenty-four hours after notice in writing of such leakage or disrepair to the secretary or any other officer of the Company, forthwith execute the works necessary for removing such leakage, or for completely repairing the said canal, towing-path and other works connected therewith, the Caledonian Company are hereby empowered to perform all such operations as may be necessary for any of the above purposes, at the risk of the Company, without prejudice to their right to recover the amount of all actual damage which may be occasioned by such leakage or disrepair, or in their option liquidated damages at the rates herein-before provided, so long as such leakage or disrepair shall continue, both before and after the giving of such notice as aforesaid, and during the currency thereof; and the Caledonian Company shall be entitled to recover from the Company the expense of all operations which may be performed by them in removing such leakage or making such repairs; and in default of payment of such expenses, or of such actual or liquidated damages, the same may be recovered as herein-

before provided with respect to damages for impediments to the use of the canal:

(8) The Company shall not be entitled to take or acquire any land belonging to the Caledonian Company, but only an easement of making and maintaining Railway No. 2 under the same in manner herein-before provided:

(9) Nothing in this Act contained shall alter, prejudice, affect, or take away any of the rights, powers, privileges, or authorities of the Caledonian Company, or shall authorise the Company to enter upon or interfere with any part of the lands or works of that Company, except to the extent and in the manner herein-before provided, without their previous consent in writing, or in any manner to obstruct or impede the use of the canal or the towing-path thereof, or to divert, intercept, cut off, take, use or diminish, any of the water in the canal, or of any stream or other supply of water which is now used or which may be taken for the use thereof: Provided, nevertheless, that nothing in this sub-section contained shall prevent the Company from carrying into execution the powers of this Act for constructing, and from time to time repairing and maintaining, in manner herein-before provided, Railway No. 2, where it shall pass under the canal and through the property of the Caledonian Company.

Running powers for canal traffic.

51. The Caledonian Company may (subject to the byelaws, rules, and regulations of the Company in force for the time being) on payment of a toll of threepence per ton, run over and use, with their engines and waggons, Railway No. 2, and also that portion of the Glasgow Dumbarton and Helensburgh Railway, belonging to the North British Railway Company, which lies between the point where Railway No. 2 joins that railway, and the point where the Railway No. 1, authorised by the North British Railway (Glasgow Branches) Act 1866 and afterwards abandoned, would have joined the said Glasgow Dumbarton and Helensburgh Railway, (including the use of the whole sidings, watering-places, and other conveniences connected therewith), but only for the purpose of conveying to the canal, ironstone, limestone, and other minerals, for shipment on the same at or near the crossing thereof by Railway No. 2.

29 & 30 Vict. c. cclxxxv.

Company to make openings in rails and allow junctions.

52. If and when required by the Caledonian Company, the Company shall, at the expense of the Caledonian Company, make and maintain openings in the ledges or flanges of the rails of Railway No. 2, and allow of the junction therewith of side lines leading into any wharf which may be formed by the Caledonian Company, at a point or points convenient for the shipment of the said minerals on

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the canal, at or near the crossing thereof by Railway No. 2, at the sight of the engineer of the Company, and at such suitable point or points as will not interfere with or endanger the passage of the traffic on the railway of the Company.

Company empowered to underpin or otherwise strengthen houses, &c., near railways.

53. And whereas in order to avoid injury to the houses, cellars and buildings within one hundred feet of the railways, it may be necessary to underpin or otherwise strengthen the same: Therefore the Company may, at their own cost and charges, underpin or otherwise strengthen any such house, cellar, or building, provided that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house, cellar, or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises), and that the Company shall be liable to compensate the owner, lessee, and occupier of every such house, cellar, or building for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted by this enactment: Provided also, that if the owner, lessee, or occupier of any such house, cellar, or building, shall give within seven days after that notice counter-notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to a civil engineer to be agreed upon, or in case of difference to a civil engineer to be appointed at the instance of either party by the President of the Board of Trade for the time being, and such referee shall forthwith, upon the application of either party, proceed to inspect such house, cellar, or building, and determine the matter referred to him, and in the event of his deciding that such underpinning is necessary he may in his discretion prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house, cellar, or building; and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided, that every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845.

Recurring injuries to be compensated.

54. Compensation for injuries occasioned to property by the Company acting under the last preceding section, may be recovered from time to time as such injuries may accrue or be discovered, provided that the claim for such compensation be made within six months from such discovery by the owner, lessee or occupier, or their known agents respectively.

Company may acquire easements

55. With respect to any lands which the Company are by this Act authorised to enter upon, take and use for the purposes of the

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only under streets or roads, and may purchase cellars, &c.

railways, and which are in or under the roadway or footpath of any street, road or lane shown on the deposited plans and described in the deposited books of reference, the Company shall not be required wholly to take those lands or any part of the surface thereof, or any cellar, vault, or other construction therein or thereunder held or connected with any house fronting or abutting on any such street, road or lane, but the Company may appropriate and use the subsoil and under-surface of the roadway or footpath of any such street, road, or lane, and if need be they may purchase, take and use, and the owners of, and other persons interested in any such cellar, vault or other construction, shall sell the same for the purposes of the railways; and no such subsoil or under surface, cellar, vault or other construction to be appropriated and used or purchased as aforesaid, shall be deemed part of a house, or other building or manufactory, within the meaning of section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845: Provided, that in constructing Railway No. 1, the Company shall not, without the consent of the owners and others interested therein, take or interfere with any cellar or other construction under the foot pavement opposite any of the buildings in Kent Road belonging to the Glasgow Public Halls Company, Limited; and in constructing the said railway opposite the property in Kent Road, belonging or reputed to belong to James Alexander Campbell and others, and lying between Granville Street and North Street, no part of the structure, when completed, shall be more than eighteen feet six inches to the north of the central line of Kent Road, but without prejudice to the Company entering on the existing footpath in front of the said property, during and for the purposes of the construction of the railway and relative works: Provided always, that unless, and until the properties, and interests in property, in the Barony parish of Glasgow, mentioned in this proviso, shall be wholly purchased or taken by the Company, this section shall not apply to the properties numbered respectively in the deposited plans and book of reference, 41 to 51 inclusive, in the Barony parish of Glasgow, nor to the interests of the owners of the last-mentioned properties in the properties numbered therein, 52 and 52A in that parish; Provided further, that unless and until the properties and interest in property herein-after mentioned in this proviso, shall be wholly purchased or taken by the Company, this section shall not apply to the properties numbered in the deposited plans and book of reference, 3, 4, and 6, 6, in the City parish of Glasgow, nor to the rights of Robert Cranston, nor to the interest of James Thomas Whitelaw and Alexander Johnston, in the property numbered 5, in the said plans and book of reference, in the same parish.

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Provisions of certain sections not to relieve the Company from compensation, &c.

56. Nothing contained in the sections of this Act, of which the marginal notes are "Interference with streets," "Company empowered to underpin or otherwise strengthen houses, &c., near railways," and "Company may acquire easements only under streets or roads, and may purchase cellars, &c.," nor any dealing with lands in pursuance of those sections, or any of them, shall relieve the Company from the liability to compensation under any Act incorporated with this Act; and every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845.

Power to take easements, &c., by agreement.

57. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, servitude, right or privilege, not being an easement of water, required for the purposes of this Act, in, over or affecting any such lands; and the provisions of the said Acts with respect to lands and rent-charges or feu-duties, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, servitudes, rights and privileges as aforesaid respectively.

As to compensation for damage to organ in public hall in Kent Road.

58. The Company shall make proper compensation to the owners of the public halls in Kent Road, in the city of Glasgow, for any injury which may result to the organ therein, within a period of three years from the opening of Railway No. 1, by reason of the working of such railway, or by vibration or oscillation caused by such working, such compensation to be ascertained in case of difference according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845.

Meaning of words "covered way" marked on sections.

59. The words "covered way," wherever they occur upon the deposited sections, shall be deemed to mean "tunnel," within the meaning and for the purposes of the thirteenth section of the Railways Clauses Consolidation (Scotland) Act, 1845.

For protection of school board and Highland Society.

60. The Company shall not, otherwise than by agreement, enter upon, take, or use any part of the existing schoolhouses, buildings, or ground attached thereto, in the City parish of Glasgow, belonging to the school board of the burgh of Glasgow and the Glasgow Highland Society respectively, until the expiration of one year after notice to purchase and take the said existing schoolhouses, buildings and ground, shall have been given to the said board and society respectively: Provided that such notice shall not be given to the said

board or society except in some month of April or of October within three years after the passing of this Act, but may be so given on the Company finding security for the purchase-money, to the satisfaction of the sheriff, if their capital shall not have been previously subscribed.

Notice to be given of taking houses of labouring classes.

61. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills or other general notice, placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Accommodation for persons of the labouring classes to be displaced.

62. Before displacing any person belonging to the labouring classes, who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by the sheriff; and the Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase lands by agreement, and may, on any such lands, erect labouring class dwellings, and may let or otherwise dispose of such lands and buildings.

Power to grant leases of superfluous lands.

63. And whereas the Company may, in the construction of Railway No. 1, be compelled to purchase and pull down wholly or partially various houses and buildings, and the sites thereof may not be wholly used or may not be required for the purposes of such railway, and it is expedient that the Company should be enabled to grant leases of lands, houses and other property which they may be so compelled to purchase but may not require as aforesaid: Be it enacted that, subject to the provisions of this Act, and without prejudice to the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, requiring within the prescribed period the sale of superfluous lands, the Company may grant leases of such lands, houses or other property, for such term of years, at such rents, and subject to such covenants, conditions and stipulations as the Company shall deem expedient with reference to the special circumstances of each

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lease; but every such lease shall be granted within the period prescribed by the Lands Clauses Consolidation (Scotland) Act, 1845, for the sale of superfluous lands, and any lands, houses and other property comprised in any such lease shall (subject to such lease) be sold within the period prescribed, and in default of sale shall vest as provided by the Lands Clauses Consolidation (Scotland) Act, 1845, with reference to superfluous lands: Provided always, that whenever by vesting in various owners, or otherwise, the ownership of the lands, houses or other property so leased by the Company shall be severed, the rent may be apportioned by agreement between such owners, and if such apportionment be not so settled, the same shall be settled by an arbitrator appointed by the Board of Trade, and after such apportionment the respective owners shall, in respect of the apportioned rent allotted or belonging to them, have the benefit of all conditions or powers of re-entry for non-payment of the original rent in like manner as if such conditions or powers had been reserved to them as incident to their part of the property in respect of the apportioned rent allotted or belonging to them.

Superfluous lands may be feued, and feu duties to be sold.

64. The Company may, within ten years after the expiration of the time limited by this Act for the completion of the railways, sell and dispose of any lands or other property, or any part thereof, which they may be compelled to purchase, but which they may not require for the purposes of the railways, in consideration of an annual feu duty or ground annual, payable by the person or persons to whom such lands may be sold; and within five years after the creation of any such feu duty or ground annual, the Company shall absolutely sell and dispose of the same in such manner as they may deem most advantageous, and shall apply the purchase-money arising from such sale to the purposes of this Act. Notwithstanding anything contained in the Lands Clauses Consolidation (Scotland) Act, 1845, or other Acts, the Company may retain such portions of the said lands or other property as they may deem to be necessary for the widening of the railways or for stations and sidings connected therewith.

Certain superfluous lands at Stobcross to be offered to Caledonian and North British Railway Companies.

65. Whereas an agreement exists between the Caledonian and North British Railway Companies (in this section called "the two companies"), that any additional land acquired by either of those companies at or near Stobcross, between Sandyford Street on the west and Galbraith Street on the east, should belong jointly to both companies, or be allocated between them as they should arrange; and whereas the Company may acquire more land at or near Stobcross than is necessary for the purposes of the Company: Therefore, in the event of the Company acquiring any land between the said

streets, whether to the north or the south of Railway No. 1, to a greater extent than is necessary for forming that railway as a double line, with a passenger station and approaches thereto, and any sidings or other works necessary in connexion therewith, they shall, notwithstanding anything in this Act contained, within one month after opening the said railway for passenger traffic, offer such land to the two companies, at the price paid for the same, with interest thereon at the rate of five per cent. per annum, to be held by them jointly, or allocated between them as they may arrange; and if the two companies do not accept such offer within one month after the same is made, either of those companies may separately accept the same; and on payment of the said price with interest as aforesaid, and the cost of the conveyance and incidental thereto, the Company shall convey the said land accordingly to the two companies, or to one of them, as the case may be.

Repayment of deposit money.

66. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of twenty-seven thousand five hundred pounds, being five per centum upon the amount of the estimate in respect of the railways, has been deposited in the Court of Exchequer in Scotland in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted, that notwithstanding anything contained in the said Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, which persons, survivors or survivor are or is in this Act referred to as the depositors, unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways, open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways, the court shall, on the application of the depositors, or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and

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it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

67. If the Company do not, previously to the expiration of the period limited for the completion of the railways, complete the same and open them for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the Edinburgh Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railways, or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof; provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

68. If the railways are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

69. The Company may demand and take, in respect of the use of the railways, any tolls not exceeding the following sums (that is to say) :—

In respect of passengers and animals conveyed on the railways :—

For every person twopence per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one penny per mile; For passengers.

For every horse, mule, ass or other beast of draught or burden fivepence per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of twopence per mile; For animals.

For one ox, cow, bull or head of neat cattle threepence per mile; for two oxen, cows, bulls or neat cattle, the property of the same person twopence per head per mile; and for more than two oxen, cows, bulls or neat cattle, the property of the same person, one penny halfpenny per head per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one penny per mile;

For every calf, pig, sheep, lamb or other small animal, one penny halfpenny per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one halfpenny per mile.

In respect of goods conveyed on the railways :— For goods.

For all coal, dung, compost, manure (except guano and artificial manures), lime, limestone and all undressed materials for the repair of public roads or highways per ton per mile twopence; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny;

For all coke, culm, charcoal, cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron and all other similar descriptions of wrought iron, and iron castings, not manufactured into utensils or other articles of merchandise, per ton per mile twopence halfpenny; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one halfpenny;

For all sugar, grain, corn, flour, hides, dyewood, earthenware, guano, artificial manures, timber, staves, deals and metals (except iron), nails, anvils, vices and chains, per ton per mile threepence; and if conveyed in or upon a carriage belonging

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to or provided by the Company, an additional sum per ton per mile of one penny halfpenny;

For all cotton and other wools, drugs, manufactured goods, fish and other wares, merchandise, articles, matters and things (except small parcels and single articles of great weight, as herein-after defined), per ton per mile fourpence; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of twopence;

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway and not weighing more than one ton, if conveyed on a truck or platform belonging to or provided by the Company, sixpence per mile, and one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

70. The toll which the Company may demand and take for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls and charges.

71. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short distances.

For all passengers, animals or goods conveyed on the railways for a less distance than three miles the Company may demand tolls and charges as for three miles;

Fractional parts of a mile.

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges as for one mile;

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight;

Weight of stone and timber.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for small parcels and articles

72. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight, notwith-

standing anything contained in this Act, the Company may demand and take any tolls not exceeding the following (that is to say) :—

of great weight.

For the carriage of small parcels on the railways :—

For any parcel not exceeding seven pounds in weight, threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence;

And for any parcels exceeding fifty-six pounds in weight such sum as the Company think fit:

Provided always that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight on the railways :—

For any boiler, cylinder or single piece of machinery, or single piece of timber or stone, or other single article the weight of which, including the carriage, shall be less than four tons, the Company may demand such sum as they think fit not exceeding fourpence per ton per mile; and if the weight shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile;

For any light piece of machinery or other article requiring a whole truck or more than one truck the Company may demand sixpence per truck per mile;

For any single piece of timber, stone, machinery or other single article the weight of which, with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

Maximum rates for passengers.

73. The maximum rates of charge to be made by the Company for the conveyance of passengers on the railways, including the tolls for the use of the railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums (that is to say) :—

For every passenger conveyed in a first-class carriage threepence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

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For every passenger conveyed in a third-class carriage, one penny halfpenny per mile.

Maximum rates for animals and goods.

74. The maximum rates of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways and for waggons or trucks and locomotive power, and every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

For every horse, mule, ass or other beast of draught or burden per mile, fourpence;

For one ox, cow, bull or head of neat cattle per mile threepence; and for two or three oxen, cows, bulls or neat cattle, the property of the same person, per head per mile twopence; and for more than three oxen, cows, bulls or neat cattle the property of the same person, per head per mile one penny halfpenny;

For every calf, pig, sheep, lamb or other small animal, per mile one penny halfpenny;

For coal and the other articles herein-before classed therewith, if conveyed on the railways for any distance not exceeding three miles, twopence per ton per mile; and if conveyed thereon for any distance exceeding three miles, twopence per ton per mile for the first three miles and one penny halfpenny per ton per mile for each additional mile;

For coke and the other articles herein-before classed therewith, if conveyed on the railways for any distance not exceeding three miles, twopence halfpenny per ton per mile; and if conveyed thereon for any distance exceeding three miles, twopence halfpenny per ton per mile for the first three miles and one penny halfpenny per ton per mile for each additional mile; but if any truck in which such coal or other articles are conveyed is not loaded to the extent of four tons at the least, the Company may charge threepence per ton per mile for the entire distance travelled;

For sugar and the other articles herein-before classed therewith, per ton per mile threepence;

For cotton and the other articles herein-before classed therewith, per ton per mile fourpence;

And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway and not weighing more than one ton, carried or conveyed on a truck or platform, per mile sixpence; and if weighing more than one ton, not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers luggage.

75. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Charges for extra services.

76. In addition to the tolls, rates and charges above mentioned the Company may demand and take a reasonable sum for the use of any warehouse, wharf, basin or depôt belonging to them, and a further reasonable sum for the trouble occasioned by collecting or delivering goods and other articles and other services incidental to the business of a carrier where such services respectively shall be performed by the Company.

Charges for cranes and weighing machines.

77. The Company may demand and take for the use of any cranes or weighing machines erected by them of and from the owner or person having charge of any goods, articles or things loaded or unloaded or weighed by means of the same, such reasonable charges as may from time to time be fixed by the Company.

Terminal station.

78. No station shall be considered a terminal station in regard to any goods conveyed on the railways, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat or therefrom to the consignee.

Foregoing charges not to apply to special trains.

79. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company may take increased charges by agreement.

80. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

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Company not bound to carry animals or goods.

81. Nothing contained in this Act shall make it compulsory on the Company to carry on the railways any animals or goods; but the Company, in availing themselves of this power, shall not give any preference or priority in the carriage of any animals or goods which may be conveyed on the railways.

Classification table to be open to inspection, and copies to be sold.

82. The book, tables, or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railways of the Company, shall, during all reasonable hours, be open to the inspection of any person, without the payment of any fee, at every station at which goods or merchandise are received for transmission; and such book, tables, or other document, as annually revised, shall be kept on sale at all the principal offices of the Company, at a price not exceeding one shilling.

Terminal charges, if any, to be specified on application.

The Company shall, within one week after application in writing made to the secretary of the Company, by any person interested in the carriage of any goods which have been, or are intended to be carried over the railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges, if any; and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified.

If the Company fail to comply with the provisions of this section, they shall, for each offence, and, in the case of a continuing offence, for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act, 1873, section 14.

36 & 37 Vict. c. 48.

Confirming agreement with North British Railway Company.

83. The agreement entered into between the North British Railway Company and the promoters of the railways, which is set forth in the schedule to this Act, is hereby confirmed and made binding on the Company and the North British Railway Company respectively, and may and shall be carried into effect according to the true intent and meaning thereof, as if the Company were parties thereto instead of the said promoters.

Power to enter into working agreements with North British

84. The Company on the one hand and the North British Railway Company on the other hand may, subject to the provisions of Part III. of the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to time

enter into agreements with respect to the following purposes, or any of them (that is to say):—

The working, use, management and maintenance of the railways or any part thereof;

The supply, under any agreement for the railways being worked and used by the North British Railway Company, of rolling stock and machinery, necessary for the purposes of such agreement, and the appointment and removal of officers and servants for the purposes of the traffic of the railways or any part thereof;

The payments to be made and the conditions to be performed with respect to such construction, working, use, management, maintenance, and supply as aforesaid;

The interchange, accommodation, conveyance and delivery of traffic passing over or using the railways of the contracting companies, and the levying, fixing, collecting and apportionment of the tolls and revenue arising from such traffic.

Tolls on traffic conveyed on railways worked continuously.

85. The railways of the Company and of the North British Railway Company shall, for the purposes of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railways of the North British Railway Company, for a less distance than three miles, tolls and charges may only be charged as for three miles, and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only, and in respect of animals and goods, for every quarter of a mile, or fraction of a quarter of a mile, beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals or goods, partly on the railways and partly on the railways of the North British Railway Company.

Interest not to be paid on calls paid up.

86. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845.

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

87. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum, which by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application

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to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

88. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may herein-after 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, or of the rates for small parcels authorised by this Act.

Costs of Act.

89. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

Agreement between the North British Railway Company, of the first part, and the Promoters of the Glasgow City and District Railway, of the second part.

The parties agree as follows :—

1. The second parties shall at their own cost prosecute in the present session of Parliament a Bill to authorise the construction of a railway to connect the first parties railway at Stobcross with the first parties railway at College, in Glasgow (called in the notices of the Bill, Railway No. 1), with a spur from the Stobcross line near Knightswood, to the Helensburgh line near Milngavie Junction (called in the notices of the Bill, Railway No. 2), with stations at College, Queen Street, North Street and Dumbarton Road, according to the plans deposited on 30th November, 1881, subject to such variations as may be adjusted between the parties, and as Parliament may approve. The said railways, stations, &c., shall be constructed by the Company to be incorporated under the powers applied for, as a first-class double line of railway, with relief lines or sidings, signal cabins, signal apparatus, water tanks, and all other appliances, including the furnishing of the stations, &c., for conducting with efficiency a large passenger traffic, all to the satisfaction of the Board of Trade. The said works shall be carried out under the direction and control of a joint committee, consisting of six members, of whom three shall be appointed by the board of the first parties, and three by the board of the proposed Company. The chairman of the committee to be appointed by the board of the proposed Company, but to have no casting vote, and any difference between the sections thereof to be determined by arbitration.

2. The first parties shall, at their own costs and charges, work the proposed railways, and provide the necessary locomotive power, rolling stock and plant of every kind, and pay the salaries and wages of all officers and servants employed in conducting the traffic; and they shall be entitled to receive the gross revenue derived from traffic passing over the proposed Railway No. 1, and from refreshment rooms and book stalls connected therewith, and from advertising, subject to the payment to the proposed Company, free of all claims of deduction of any kind, of twopence halfpenny per passenger for every double journey, and one penny farthing per passenger for every single journey over any portion thereof, irrespective of distance or class of carriage, in full of all charge for the use of the same; which payment shall be made half-yearly, on the 15th day of April and 15th day of October in each year, for the half year ending on 31st January and 31st July immediately preceding; but no payment shall be made by the first parties in respect of passengers between Glasgow, on the one hand, and (1) Edinburgh or (2) places east, south or north of Edinburgh, reached by passing through Edinburgh, or (3) places north of the Forth, on the other hand, travelling over the proposed line to or

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from the present Queen Street Station or the new Queen Street Station viâ the College.

3. The first parties shall pay to the proposed Company, free of any claim of deduction, 5 per cent. per annum on the cost (including a proportion corresponding to the capital of the parliamentary, engineering and law expenses) of the said Railway No. 2, the first parties retaining the whole revenues of the traffic thereon, and no toll being exigible by the proposed Company from the first parties in respect thereof.

4. The first parties shall maintain at their own costs and charges the proposed Railways Nos. 1 and 2 and relative works as first-class passenger lines, and pay all rates, taxes and charges, public as well as local (except income tax), including Government duty leviable in respect thereof.

5. The passenger traffic between all North British stations in Glasgow and all stations on the North British Railway, or on railways worked by them in connexion therewith westward of Partick and Maryhill (including the Milngavie Branch but excluding Maryhill itself), shall be carried by the proposed railways, or if carried by any other route of the first parties, the same shall be accounted for and paid to the proposed Company at the same rate as if carried on the proposed Railway No. 1; and all passenger trains to or from places eastward of College Junction shall be run from or to the new Queen Street Station or beyond.

6. The first parties shall not be required or bound to convey goods and mineral traffic by the proposed Railway No. 1; but if and so long as they elect to carry such traffic over the said proposed railway, the same shall be done only between one and five o'clock in the mornings, and so as not to interfere with the passenger traffic; and the first parties shall account to the proposed Company for and pay half-yearly as aforesaid, a mileage proportion of the gross through rate, after deducting terminals; but the minimum payment to the proposed Company shall be twopence per ton of toll for the use of the whole or any part of the said proposed railway, free of any deduction. But in the event of the proposed Company providing terminal accommodation at any station on the railway, they shall receive a reasonable terminal allowance on all goods and mineral traffic arising or terminating thereat.

7. In the event of the revenues arising to the proposed Company from traffic passing over the proposed railways or any part thereof, together with the payment to be made under article 3rd hereof, being at any time insufficient, after defraying the expenses, salaries, and other revenue charges, and the interest on the mortgage capital, to yield a dividend to the shareholders of the proposed Company at the rate of three per cent. per annum on the share capital, the first parties shall pay to the proposed Company, in the months of April and October in each year in which such deficiency shall arise, such a sum as shall be sufficient to make up the said rate of dividend, if or so far as the share of the gross receipts accruing in such year to the first parties in respect of their own railways or any part thereof, or of the proposed railways, from the traffic in respect of which fixed rates are provided by this agreement to be paid to the proposed Company, shall suffice to pay such deficiency. In the event of the first parties having to make good any deficiency of revenue under this article, the same shall be repaid to them with interest at the rate of 4 per cent.

per annum out of any future surplus revenues of the proposed Company remaining after payment to the shareholders of a dividend at the rate of six per cent. per annum.

8. Returns of all traffic falling within this agreement shall be rendered by the first parties to the second parties monthly; and the second parties may employ officials to check the same and to see that the traffic is duly accounted for.

9. The first parties shall on the opening of the said Railway No. 1 for public traffic, establish an efficient service of passenger trains in both directions on the circular route from Queen Street viâ North Street, Dumbarton Road, Kelvinhaugh (or near thereto), Partick, Dowanhill, Great Western Road, Maryhill, Possilpark, Springburn, Garngad Road, Alexandra Park, Bellgrove and College; and they shall in order thereto complete at their own expense the necessary stations at these places so far as upon their own system.

10. The first parties shall give the proposed Company the usual facilities for constructing the proposed railways under Queen Street Station and at the junctions of the proposed railways with their own railways. The second parties shall pay for any damage caused to the first parties properties, not including interruption to traffic; and shall pay compensation for all properties taken, in which expression shall not be included properties tunnelled under, or any land or other property east of High Street, except any houses which may be taken. And with regard to the said property east of High Street, other than houses, so far as necessary for the lines of the proposed Railway No. 1, the first parties shall, so long as they work the said railway, use the same for the purpose of the traffic thereof; but in the event of the second parties terminating this agreement under Article 14 hereof, they shall immediately remove the station intended to be erected by them on the said property of the first parties alongside of the said railway, and permit the first parties to resume possession of the site of such station, as fully to all intents and purposes as if this agreement had never been entered into. In constructing the proposed railways, the second parties shall interfere as little as possible with the first parties railways, stations and station appurtenances, and traffic thereof, and shall restore the said railways, stations and station appurtenances, as nearly as possible to the same, or as good a state as they were in before the commencement of their operations. The first parties shall also allow to the proposed Company, free of charge, the use of any unoccupied ground belonging to them, between College and Mount Vernon, and between Stobcross and Partick, below the level of the rails between these points, for depositing spoil taken from the works, in a manner to be approved of by the first parties engineer, and afford facilities to the contractors for the carriage thereof at reasonable rates.

11. When, and so often as after the opening of Railway No. 1 for public traffic the shareholders in the proposed Company shall receive dividend on the share capital of the Company at the rate of six per cent. per annum, any surplus shall, subject to the provisions of Article 7 hereof, be divided between the parties in equal proportions, under deduction of the rates, taxes, public and local burdens and government duty which shall have been paid by the first parties under Article 4, and which shall out of such surplus be recouped to the first parties.

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12. A joint committee, consisting of three directors to be appointed by the board of the first parties, and three directors to be appointed by the board of the intended Company, shall fix and regulate the fares of local passengers. The chairman of the committee to be appointed by the board of the intended Company, but not to have a casting vote. The said fares to be so fixed as best to develop the traffic; and in the event of any difference arising between the sections of the committee, the same to be determined by arbitration.

13. All questions which may arise between the proposed Company and the first parties as to the construction, intent or effect of this agreement or any clause thereof, or upon or with respect to the carrying the provisions of this agreement or any of them into effect, or upon any matter arising out of the same respectively, or consequent thereupon, shall, as and when they arise, be settled and determined by arbitration in the manner so far as applicable, provided by the Railway Companies Arbitration Act, 1859, as to references of disputed questions to arbitration; and all the clauses of the said Act with reference to the settlement of disputes by arbitration, so far as they may be applicable, shall be taken as part of this agreement, and as if the same had been specially inserted herein; and differences between the sections of the joint committee herein-before provided for, shall be deemed to be differences between the proposed Company and the first parties within the meaning of this article and of the said Act, and shall be settled accordingly.

14. This agreement shall be in perpetuity; but, nevertheless, the same shall be unconditionally determinable by the proposed Company on the expiration of ten years from the passing of the said Bill.

15. Upon the passing of the said Bill, and upon the seal of the Company to be thereby incorporated being affixed to a copy of this agreement, all personal liability in reference thereto on the part of the promoters shall be at an end.

16. In the event of any difference arising between the parties previous to the passing of the said Bill, as to the true intent and meaning of these presents, or as to the adjustment of the Bill, the same to be determined by John Blair Balfour, Q.C., Lord Advocate of Scotland, whom failing Samuel Pope, Q.C.

17. This agreement shall be scheduled to the said Bill, but shall be subject to such alterations as Parliament may see fit to make therein, provided that if any material alteration be made therein, either of the parties may elect to vacate this agreement.

In witness whereof these presents (including the word "said" interlined between the first and second lines of this page) written on this and the four preceding pages of paper, duly stamped, by James Maxwell, clerk to Messrs. H. and R. Lamond and MacCredie, writers, Glasgow, are executed as follows, viz.:—They are subscribed by William Weir, of Kildonan, ironmaster, Glasgow, James Rodger Thomson, engineer and shipbuilder, Clydebank, Dumbartonshire, James Black, of Auchentoshan, Dumbartonshire, James Parker Smith, barrister-at-law, London, William Laird, ironmaster in Glasgow, John Hendrie, coal master in Glasgow, Andrew Cassels, merchant, Hamilton, and Thomas Reid, of Kilmardinny, Dumbartonshire, being a majority and quorum of the promoters of the said Glasgow City and District Railway, all as follows, viz:— By the said William Weir, James Rodger Thomson, James Black, James

Parker Smith, William Laird, and John Hendrie, all at Glasgow, on the first day of May, eighteen hundred and eighty-two, before these witnesses, Henry Lamond, writer in Glasgow, and Robert Stewart, clerk to the said H. and R. Lamond and MacCredie; by the said Andrew Cassels, at Hamilton, on the said first day of May, in the year last mentioned, before these witnesses, James Cunninghame Kay, writer in Hamilton, and Andrew MacCredie, writer in Glasgow; and by the said Thomas Reid, at Glasgow, on the second day of May, in the year last mentioned, before these witnesses the said Henry Lamond and Andrew MacCredie; and they are also subscribed by George Harrison, merchant in Edinburgh, and John Stirling, of Kippendavie, two of the directors of the said North British Railway Company, and George Bradley Wieland, the secretary of the said Company, for and on behalf of the said Company, and are sealed with the corporate seal of the said Company, as follows, viz.:—By the said George Harrison and John Stirling, both at Edinburgh, on the third day of May, in the year last mentioned, before these witnesses, John Cathles and James Buchanan, both clerks at number four, Princes Street, Edinburgh, and by the said George Bradley Wieland (the said corporate seal being at the same time affixed) at London on the fourth day of May, in the year last mentioned, before these witnesses, Thomas Balfour and John Erskine Pitcairn, both clerks to the said North British Railway Company.

Henry Lamond, witness
Robt. Stewart, witness
J. Cunninghame Kay, witness
And. MacCredie, witness
Henry Lamond, witness
And. MacCredie, witness
Jno. Cathles, witness
James Buchanan, witness
Tho. Balfour, witness
Jno. E. Pitcairn, witness

William Weir
James R. Thomson
James Black
J. Parker Smith
William Laird
John Hendrie
Andrew Cassels
Thomas Reid
George Harrison, Director
J. Stirling, Director
G. B. Wieland, Secy., N. B. Ry. Co.

Seal of the North British Railway Company.

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