CHAPTER lxxix.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Glasgow Corporation (Parks Harbour Tunnel Gas &c.). A.D. 1915.

[29th July 1915.]

WHEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament: 62 & 63 Vict. c. 47.

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed. Confirmation of Order in schedule.

2. This Act may be cited as the Glasgow Corporation (Parks Harbour Tunnel Gas &c.) Order Confirmation Act 1915. Short title.

[*Price* 1*s.* 6*d.*]

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SCHEDULE.

GLASGOW CORPORATION (PARKS HARBOUR TUNNEL GAS &c.).

Provisional Order to authorise the Corporation of the city of Glasgow to purchase the Balloch Estate to take over and work the Glasgow harbour tunnel and to purchase the undertaking of the Glasgow Harbour Tunnel Company to erect a bridge in connection with their gas undertaking to borrow money and for other purposes.

WHEREAS it would be in the interest of the city and royal burgh of Glasgow (in this Order called "the city") and would be of local and public advantage that a public access to Loch Lomond should be secured and that provision should be made for the establishment and maintenance of a public park contiguous to that loch:

And whereas the Corporation of the city of Glasgow (hereinafter called "the Corporation") have with a view to the aforesaid purposes agreed to purchase and Sir Andrew Noble Baronet K.C.B. and John Henry Brunel Noble the surviving trustees of the late Alexander James Dennistoun Brown of Balloch in the county of Dunbarton have agreed to sell to the Corporation for the sum of thirty thousand pounds the estate of Balloch situated on the east side of Loch Lomond in the parishes of Bonhill and Kilmaronock in the said county:

And whereas it is expedient that the Corporation should be authorised to carry out the said agreement to purchase the said estate and to utilise for that purpose the funds of the Common Good as in this Order provided:

And whereas by the Glasgow Harbour Tunnel Act 1889 the Glasgow Harbour Tunnel Company (hereinafter referred to as "the Tunnel Company") were authorised to make and maintain a tunnel under the River Clyde at Finnieston and they constructed the tunnel and kept the same open for public traffic until 1906:

And whereas in pursuance of agreements made between the Corporation and the Tunnel Company the tunnel has been

re-opened for public traffic by the Tunnel Company at the expense of the Corporation: A.D. 1915.

And whereas it is expedient and would be for the public advantage that the tunnel should remain open to the public and that the Corporation should be authorised to agree with the Tunnel Company to take over and work manage and maintain the tunnel as in this Order provided and to acquire the undertaking of the Tunnel Company by agreement and in the latter event to provide for the winding up and dissolution of the Tunnel Company and that the agreement entered into between the Corporation and the Tunnel Company as set forth in the First Schedule to this Order should be confirmed:

And whereas the said tunnel will be worked managed and maintained by the Corporation as part of their system of roads streets highways and bridges and it is expedient that the tunnel should be constituted a public highway and be exempt from valuation under the Lands Valuation (Scotland) Act 1854 and amending Acts:

And whereas for the more efficient and economical working of their gas undertaking it is expedient that the Corporation should be authorised to erect a bridge over Adelphi Street to connect their Dalmarnock gasworks which are situated on both sides of that street:

And whereas it is expedient that the Corporation should be authorised to borrow further money for the purposes of this Order and of the Glasgow Parks Acts 1878 to 1912:

And whereas a plan and section showing the line and levels of the works authorised by this Order and also a book of reference to that plan 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 Order were duly deposited with the principal sheriff-clerk of the county of Lanark and such plan section and book of reference are hereinafter respectively referred to as the deposited plan section and book of reference:

And whereas the purposes of this Order cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the Private Legislation Procedure (Scotland) Act 1899:

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Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

PART I.

PRELIMINARY.

Short title and citations.

1. This Order may be cited as the Glasgow (Parks Harbour Tunnel Gas &c.) Order 1915.

This Order and the Glasgow Gas Acts 1910 and 1912 may be cited together as the Glasgow Gas Acts 1910 to 1915.

This Order and the Glasgow Harbour Tunnel Act 1889 and the Glasgow Harbour Tunnel (Further Powers) Act 1897 may be cited together as the Glasgow Harbour Tunnel Acts 1889 to 1915.

This Order and the Glasgow Loans Acts 1883 to 1914 may be cited together as the Glasgow Loans Acts 1883 to 1915.

This Order and the Glasgow Parks Acts 1878 to 1912 may be cited together as the Glasgow Parks Acts 1878 to 1915.

This Order and the Glasgow Police Acts 1866 to 1914 may be cited together as the Glasgow Police Acts 1866 to 1915.

This Order and the Glasgow Tramways Acts 1905 to 1914 may be cited together as the Glasgow Tramways Acts 1905 to 1915.

This Order and the Glasgow Corporation Acts 1855 to 1914 and any other Act or Order passed during the present Session of Parliament relating to the Corporation may be cited together as the Glasgow Corporation Acts 1855 to 1915.

Order divided into Parts.

2. This Order is divided into Parts as follows:—

Part I.—Preliminary.
Part II.—Parks.
Part III.—Harbour Tunnel.
Part IV.—Gas.
Part V.—Miscellaneous.

Interpretation.

3. In this Order the several words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in those Acts where applied to this Order the expressions "the

promoters of the undertaking" and "the company" respectively mean the Corporation and the expression "the undertaking" means the works by this Order authorised.

Further interpretation.

4. The following words and expressions in this Order have the meanings hereby assigned to them (that is to say):—

"City" means the city and royal burgh of Glasgow;

"Corporation" means the Corporation of the City of Glasgow;

"Common Good" means the Common Good Fund of the City;

"Gas Acts" means the Glasgow Gas Acts 1910 and 1912;

"Loans Acts" means the Glasgow Loans Acts 1883 to 1914;

"Loans Fund" means the fund provided by the Loans Acts;

"Parks Acts" means the Glasgow Parks Acts 1878 to 1912;

"Police Acts" means the Glasgow Police Acts 1866 to 1914;

"Tramways Acts" means the Glasgow Tramways Acts 1905 to 1914;

"Tunnel" means the tunnel and works lands property rights and interests of the Tunnel Company as defined in the agreement set out in the First Schedule to this Order;

"Tunnel Acts" means the Glasgow Harbour Tunnel Act 1889 and the Glasgow Harbour Tunnel (Further Powers) Act 1897;

"Tunnel Company" means the Glasgow Harbour Tunnel Company.

Incorporation of Acts.

5. The Lands Clauses Acts except section 120 (Lands not wanted to be sold or in default to vest in owners of adjoining lands) of the Lands Clauses Consolidation (Scotland) Act 1845 so far as they are applicable to the purposes of and are not inconsistent with this Order are hereby (except where expressly varied by this Order) incorporated with this Order and this Order shall be deemed to be a special Act within the meaning of those Acts.

PART II.

PARKS.

Purchase of Balloch Estate.

6. The Corporation may purchase by agreement at the price of thirty thousand pounds the estate of Balloch situated on the east side of Loch Lomond in the parishes of Bonhill and

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Kilmaronock in the county of Dunbarton extending to 812·429 acres or thereabouts and also any interest right of user power or privilege in over or affecting the said estate and the lands thereof (hereinafter referred to as "the estate").

Power to purchase estate out of Common Good.

7. The Corporation on completion of the purchase shall apply the funds of the Common Good in payment of the purchase price of the estate which shall thereon form part of the Common Good.

Laying out and maintenance of estate.

8.—(1) The Corporation on the completion of the said purchase shall subject to the provisions of this section lay out the estate or such portion or portions thereof as they may think proper as a public park to be called Loch Lomond Park and in the establishment and maintenance management and administration of such park may exercise all the powers possessed by them under the Parks Acts and this Part of this Order and meet the expenditure thereby incurred out of money authorised to be raised for the purposes of the Parks Acts and this Part of this Order.

(2) The Corporation shall as soon as practicable after the passing of the Act confirming this Order appropriate and maintain in all time coming as a public park not less than two hundred acres (not being land covered by water) of the estate.

Sale &c. of estate.

9. The Corporation may sell lease feu excamb or convey such portion or portions of the estate as may not be used for the purposes of a public park and the provisions of section 98 (All alienations of heritable property to be by public roup) of the Town Councils (Scotland) Act 1900 shall not apply to any such lease.

Byelaws for parks &c.

10.—(1) The powers of the Corporation with respect to byelaws contained in section 37 (Power to make byelaws) of the Glasgow Public Parks Act 1878 as extended by section 23 (Amendment of byelaw powers) of the Glasgow Corporation and Police Act 1895 and any other provisions of the Parks Acts with respect to byelaws shall extend and apply to Loch Lomond Park and also to all other public parks gardens open spaces recreation grounds museums galleries and collections of natural history science and art and to the pavilions waiting rooms refreshment rooms stores shelters baths lavatories and other conveniences erected thereon or in connection therewith (in this

section referred to as "parks") now or hereafter belonging to the Corporation or under their control whether within or beyond the city.

(2) Sections 37 to 46 of the Glasgow Public Parks Act 1878 shall extend and apply to such byelaws Provided that byelaws relating to Loch Lomond Park and parks which are situated beyond the city shall be confirmed by and complaints of breaches thereof shall be prosecuted before the sheriff of the county in which such parks are respectively situated.

Borrowing powers for parks.

11. The Corporation may borrow for the purposes of the powers conferred upon them by the Parks Acts and this Part of this Order and in the manner authorised by those Acts or by the Loans Acts any sum of money not exceeding one hundred thousand pounds in addition to the sum of one million one hundred and ninety-five thousand pounds authorised to be borrowed by the Parks Acts and they may again borrow any sum which may be repaid by them by other means than by the sinking funds provided by the Parks Acts and this Part of this Order or out of the proceeds of the sale of lands or other receipts of the nature of capital other than borrowed money and any moneys so reborrowed by them shall be deemed to have been borrowed under the powers and for the purposes of the Parks Acts and shall form part of the moneys authorised to be borrowed under the Parks Acts and this Part of this Order and the maximum amount which may be borrowed under the Parks Acts is hereby increased accordingly.

Restriction on exercise of borrowing powers during war.

12. Notwithstanding anything in this Order contained the Corporation shall not under the powers of this Order borrow any money during the continuance of the present war and twelve months thereafter unless the consent of the Treasury has been previously obtained.

Sinking fund.

13. The Corporation shall during the year ending the thirty-first day of May one thousand nine hundred and sixteen and annually thereafter set apart out of the assessments feu duties rents and other revenue received by them under the powers of the Parks Acts and pay into the loans fund as a sinking fund on the amount borrowed by them under this Part of this Order as at the thirty-first day of May preceding and not paid off by other means than by sinking fund such sum as will secure that the amount so borrowed shall be repaid within

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a period not exceeding sixty years from the date of such borrowing The Corporation shall apply such sinking fund in repayment of the amount so borrowed.

PART III.

HARBOUR TUNNEL.

Confirming agreement with Tunnel Company.

14. The agreement entered into and executed by and between the Tunnel Company of the first part and the Corporation of the second part as set out in the First Schedule to this Order is hereby confirmed and made binding on the parties thereto.

Agreements for working tunnel.

15. The Corporation on the one hand and the Tunnel Company on the other hand may enter into and carry into effect further agreements and arrangements for the working and use by the Corporation for such period or periods and on such terms and conditions as may be agreed of the whole undertaking works and property of the Tunnel Company or any part thereof.

Application of Tunnel Acts.

16.—(1) Subject as hereinafter in this section provided the Corporation shall for the purpose of working using managing maintaining and improving the tunnel have and may exercise all the powers of the Tunnel Company under the Tunnel Acts so far as applicable during the continuance of the agreement set out in the First Schedule to this Order and of such further agreements or arrangements.

(2) Provided that notwithstanding anything in this Part of this Order or in the Tunnel Acts contained the Corporation shall not be entitled during the continuance of any working agreement or arrangement to demand or take from passengers or in respect of animals and vehicles any tolls for the use of the tunnel.

Power to purchase tunnel.

17. The Corporation may if they think fit at any time during the continuance of any agreement for the working and use of the tunnel purchase and the Tunnel Company may sell to the Corporation by agreement for the sum of one hundred thousand pounds the whole undertaking works and property of the Tunnel Company including the tunnel and the whole lands and heritages and statutory powers and privileges of the Tunnel Company under the Tunnel Acts (hereinafter referred to as "the undertaking") and section 67 (Terms on which under-

taking may be acquired by Corporation of Glasgow and Police Commissioners of Govan) of the Glasgow Harbour Tunnel Act 1889 is hereby repealed and in the event of such purchase being effected the provisions of the Tunnel Acts (other than those with regard to tolls for the use of the tunnel) shall so far as applicable extend and apply to the Corporation.

Maintenance of tunnel.

18. The Corporation may work use manage maintain and improve the tunnel as if it were one of the roads streets highways and bridges vested in and maintained by them under the Roads and Bridges (Scotland) Act 1878 and Acts amending the same and the Police Acts.

Vesting of tunnel and winding up of Tunnel Company.

19. In the event of the Corporation exercising the power of purchase as provided for in the section of this Order of which the marginal note is "Power to purchase tunnel" the following provisions shall apply:—

(1) The undertaking shall vest in the Corporation at the term of Whitsunday or Martinmas first occurring after the date of the resolution of the Corporation to purchase at which term the purchase price shall become due and payable to the Tunnel Company with interest thereon from that term at three and a half per centum per annum till payment:

(2) In exchange for the purchase price the Tunnel Company shall grant all deeds and conveyances necessary to convey and transfer the undertaking to the Corporation:

(3) All working agreements or arrangements between the Tunnel Company and the Corporation shall subsist until the date of payment of such purchase price notwithstanding that the same may be a later date than the first day of November one thousand nine hundred and twenty-four but the Corporation shall free and relieve the Tunnel Company of all liabilities arising from or in consequence of the said agreements or arrangements after the date of payment:

(4) As and from the date of payment of the purchase price the Corporation shall hold the undertaking freed from and discharged of any debt or demand of any creditor of the Tunnel Company (except in so far as the Corporation may be liable for the same

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under any agreement or arrangement) or of the holders of any of the loan capital or shares of the Tunnel Company and thereupon the Tunnel Company shall subject to the provisions of this Order be wound up in the same manner and with the same incidents as if that company were a company registered under the Companies (Consolidation) Act 1908 and had on the date of payment duly passed a special resolution requiring the company to be wound up voluntarily and appointing the secretary and treasurer thereof to be the liquidator and for the purpose of such winding up the Tunnel Company shall from and after the date of payment above mentioned be deemed to be registered in Scotland under the said Act and for the purpose of calling and holding meetings and passing resolutions and other matters incident to such winding up resolutions of meetings of the Tunnel Company convened and held in pursuance of and in accordance with the provisions contained in the Tunnel Acts and Acts incorporated therewith shall take effect as resolutions of a company so duly registered:

(5) The Tunnel Company or their liquidator shall apply the purchase price in making payments in the following order of priority namely In payment of the costs and expenses of and incidental to the winding up of the Tunnel Company in payment to the holders of loan capital of the Tunnel Company of any arrears of interest thereon in payment to the holders of the loan capital of the Tunnel Company of the principal sums secured thereby in payment to the unsecured creditors of the Tunnel Company of any moneys owing to them by the Tunnel Company and in payment rateably among the preference and ordinary shareholders of the Tunnel Company of the amount of their shares according to their respective rights and interests so far as the balance of the said purchase price may be sufficient for the purpose.

Power to Corporation to apply funds.

20.—(1) The Corporation may apply the revenues under the Tramways Acts in or towards any payments made or to be made to the Tunnel Company under the agreement made between

the Corporation and the Tunnel Company dated the fifth and sixth March one thousand nine hundred and thirteen and any extensions thereof.

(2) The Corporation may apply the Common Good or any moneys which they are authorised to borrow under the Roads and Bridges (Scotland) Act 1878 in payment of the purchase price of the undertaking.

(3) The Corporation may apply any assessments levied under the Roads and Bridges (Scotland) Act 1878 and the Police Acts or any of those Acts in meeting the expenditure to be incurred under the agreement set out in the First Schedule to this Order or any other working agreement or arrangement or after the purchase of the undertaking.

Tunnel to be exempt from valuation.

21. During the continuance of any working agreement or arrangement between the Corporation and the Tunnel Company or in the event of the undertaking being purchased by the Corporation the tunnel shall be a public highway and as such be exempt from valuation under the Lands Valuation (Scotland) Act 1854 and amending Acts.

Saving for Postmaster-General.

22. Nothing in this Order or in the agreements set out in the Schedules to this Order shall prejudice or affect any of the rights and powers of the Postmaster-General under the Telegraph Acts 1863 to 1913.

Extension of time for sale of Tunnel Company's superfluous lands.

23. The time limited by section 14 of the Glasgow Harbour Tunnel (Further Powers) Act 1897 for the sale of the superfluous lands of the Tunnel Company is hereby extended for a period of thirty-three years from the third day of June one thousand nine hundred and seventeen.

Confirming agreement with Clyde trustees.

24. The agreement entered into and executed by and between the Corporation of the first part and the trustees of the Clyde Navigation of the second part as set out in the Second Schedule to this Order is hereby confirmed and made binding on the parties thereto Within three months of the passing of the Act confirming this Order the Corporation shall produce to the Commissioners of Inland Revenue the said agreement duly impressed with the ad valorem stamp duty (if any) payable thereon in respect of (1) the yearly sum of one thousand two hundred and fifty pounds agreed to be paid under Article 6 (B) of the said agreement and (2) the sum of eleven thousand four hundred and ninety-three pounds being the

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maximum amount payable under Article 8 of the said agreement and in default of such production the duty (if any) with interest thereon at the rate of five pounds per centum per annum from the date of the passing of the Act confirming this Order shall be a debt due to His Majesty from the Corporation and recoverable as such.

PART IV.

GAS.

Power to construct works.

25. Subject to the provisions of this Order the Corporation may make and maintain in the line and according to the levels shown on the deposited plan and section the works hereinafter described and may enter upon take and use such of the lands delineated on the said plan and described in the deposited book of reference as may be required for that purpose The works hereinbefore referred to are—

A bridge over Adelphi Street commencing within the Dalmarnock gasworks of the Corporation on the south side of Adelphi Street at a point 12 yards or thereabouts south of the centre line of Adelphi Street and 81 yards or thereabouts east of the centre line of Jamieson Street at its junction with Adelphi Street and terminating within the gasworks of the Corporation on the north side of Adelphi Street at a point 12 yards or thereabouts north of the centre line of Adelphi Street and 57 yards or thereabouts west of the centre line of Bartholomew Street at its junction with Adelphi Street together with all necessary and convenient buildings works machinery and apparatus connected therewith or incidental thereto.

The said works will be wholly situate in the city the parish of Glasgow and the county of Lanark.

Limits of deviation.

26. In the construction of the works authorised by this Part of this Order the Corporation may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plan and they may also deviate vertically from the levels shown on the deposited section to any extent not exceeding five feet downwards and to any extent upwards.

Period for completion of works.

27. The works by this Part of this Order authorised shall be completed within five years after the passing of the Act confirming this Order and on the expiration of that period the

powers by this Part of this Order granted to the Corporation for executing the said works shall cease except as to so much thereof as shall then be completed.

Period for compulsory purchase of lands.

28. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Part of this Order shall cease after the expiration of three years from the passing of the Act confirming this Order.

New works to form part of gas undertaking.

29. The works to be constructed under the authority of this Part of this Order shall be deemed part of the gas undertaking authorised by the Gas Acts.

PART V.

MISCELLANEOUS.

Saving for Crown.

30. Nothing in this Order shall affect prejudicially any estate right power privilege or exemption of the Crown.

Exemptions from stamp duty.

31. Section 46 (Application of Public Health (Scotland) Act 1897) of the Glasgow Corporation Act 1909 is hereby repealed and in lieu thereof it is hereby enacted that all bonds assignations conveyances instruments agreements receipts or other writings made or granted by or to or in favour of the Corporation for any of the purposes mentioned in sections 139 140 and 141 of the Public Health (Scotland) Act 1897 notwithstanding that they have been made or granted under or in virtue of some statutory authority other than the last mentioned Act shall be exempt from stamp duty Provided always that the repeal of the said section 46 shall not prejudice or affect any bonds instruments or other deeds or writings exempted from stamp duty under or by virtue or in pursuance of the said section but all such bonds instruments or other deeds or writings shall be as good valid and effectual to all intents and purposes as if the said section had not been repealed.

Costs of Order.

32. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Order or otherwise in relation thereto shall be paid by the Corporation and if paid out of borrowed moneys shall be repaid out of revenue within five years from the passing of the Act confirming this Order.

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The SCHEDULES referred to in the foregoing Order.

FIRST SCHEDULE.

(Referred to in the Preamble and in the section of this Order of which the marginal note is "Confirming agreement with Tunnel Company.")

Stamp. Thirty Pounds.

THIS AGREEMENT entered into and executed by and between the GLASGOW HARBOUR TUNNEL COMPANY incorporated by the Glasgow Harbour Tunnel Act 1889 (hereinafter called "the first party") of the first part and the CORPORATION OF THE CITY OF GLASGOW (hereinafter called "the second party") of the second part.

WITNESSETH that whereas the tunnel and works of the first party at Finnieston Quay on the north side and Mavisbank Quay on the south side of the River Clyde and the tunnel beneath the said quays and river which tunnel and works had been closed by the first party to public traffic in 1906 were by agreement between the first and second parties dated 5th and 6th March 1913 opened and worked for public traffic at the expense of the second party from 1st July 1913 till 31st October 1914:

And whereas the second party are desirous in the public interest that the same should be kept open and worked by them at their expense for public traffic:

Therefore the parties hereto have agreed and hereby agree as follows (viz.):—

First In this agreement the expression "the tunnel" shall hereinafter mean and include (1) the tunnel and incidental works and conveniences described in sections 6 and 7 of the Glasgow Harbour Tunnel Act 1889 constructed by the first party (2) the lands fronting Finnieston Quay and Mavisbank Quay and coloured red on the plan annexed and subscribed by the parties as relative hereto and (3) the right of ish and entry from and to the tunnel and the said lands by Govan Road Ferry Road and Mavisbank Quay on the south side of the Clyde and by Finnieston Quay Finnieston Street and Tunnel Street on the north side of the Clyde The expression "the tunnel" shall not include the lands of the first party at Finnieston coloured blue on the said plan to which they reserve right of ish and entry to themselves and their tenants by Finnieston Street and Tunnel Street and over the said land coloured red by Finnieston Quay.

Second This agreement shall endure for the period of ten years from the 1st day of November 1914 notwithstanding the date hereof and in consideration of the rights powers and privileges conferred upon the second party by this agreement the second party bind and oblige themselves and their successors whomsoever to pay to the first party and their successors the sum of 3,000*l.* per annum during the currency hereof which sum shall be paid at two terms in the year Whitsunday and Martinmas making the first payment of 1,610*l.* 2*s.* at the term of Whitsunday 1915 for the period from 1st November 1914 till that term and the next term's payment of 1,500*l.* being a half-year's payment at the term of Martinmas 1915 and so forth thereafter half-yearly termly and proportionally till Whitsunday 1924 and a proportionate payment of 1,389*l.* 18*s.* from Whitsunday 1924 till the 31st October 1924 at the term of Martinmas 1924 with one-fifth part more of each terms payment of liquidate penalty in case of failure in the punctual payment thereof and interest at the rate of five per centum per annum from the respective terms of payment till paid.

Third Out of the said sum the first party shall pay (1) all feu-duties ground annuals and teind duties payable in respect of the tunnel (2) property or income tax under the Income Tax Acts (but all local rates and taxes of every kind both landlords' and tenants' in respect of the tunnel shall be payable by the second party) (3) interest upon money borrowed by the first party whether upon terminable mortgage debenture stock or otherwise (4) the salaries and expenses of the directors secretary and treasurer auditors engineers and other officers who shall continue to be appointed and employed by the first party and (5) such other charges and expenses as may be incurred on behalf of the first party not connected with the rights powers and privileges hereby conferred upon the second party.

Fourth During the period of this agreement the second party shall use and operate the tunnel in the public interest as a means of cross-river communication and may grant advertising rights and easements for water gas electric or telegraph or other pipes mains or cables on or through the tunnel and make charges therefor.

Fifth The second party shall during the period of this agreement pay to the extent of eighty per centum the cost of maintaining the private street called Tunnel Street and the first party shall pay the remaining twenty per centum thereof The second party shall during said period maintain the tunnel at their own expense and shall also from time to time at their own expense supply all renewals equipment and working stores and others to maintain the tunnel and at the expiry of this agreement shall hand over the tunnel with any additions alterations or extensions as hereinafter mentioned as a going concern in as good safe working order and repair as at present ordinary tear and wear excepted and the first party and their engineers shall at all times during the period of this agreement have right of access

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to all parts of the tunnel for the purposes of inspection and may report upon the security upkeep and working of the same.

Sixth In the event of any additions alterations or extensions of the tunnel or of the plant or the motive power used in connection therewith being deemed by the second party to be necessary or expedient for the proper development and working of the tunnel such additions alterations or extensions and others shall be provided by and at the expense of the second party and shall become and at the expiry hereof shall remain the property of the first party provided always that the first party or their engineers shall first be satisfied that such additions alterations or extensions plant and others shall not prejudice the stability and safety of the tunnel.

Seventh The second party shall have the sole power of selecting appointing suspending and dismissing all managers and traffic superintendents workmen and other servants required for operating the tunnel and for the maintenance of the same and the wages of such servants and the second party's contributions towards the National Health and Unemployment Insurance with the expense of clothing or uniform (where that is provided) and the coal and stores hydraulic and electric power and lighting printing stationery and all other expenses connected with the working of the traffic maintenance of and any additions to alterations on or extensions of the tunnel shall be paid by the second party As regards any omission default or neglect of duty or act whatsoever of any of such servants during the subsistence of their appointments such servants shall be and be deemed to be the servants of the second party for whom the second party are responsible and in respect of accidents to such servants the second party shall be liable for payment of the compensation to which such servants shall be entitled whether under the Workmen's Compensation Act 1906 and Acts amending the same or otherwise The second party shall be liable for all accidents to members of the public or their property arising out of any fault or negligence of the second party or their servants in relation to the tunnel during the currency of this agreement and shall free and relieve the first party of all claims and expenses in connection therewith but the second party shall have the option of undertaking the defence in any claim or any action at law following on such claim.

Eighth The second party shall collect all rents from advertising on the tunnel and all wayleaves or rents for water gas electric or telegraph and other pipes mains or cables laid through the tunnel and shall be entitled to retain the said rents and wayleaves as part of the revenue of the tunnel.

Ninth The second party may exercise all the powers of the first party with respect to the making of byelaws for the purposes specified in section 60 of the Glasgow Harbour Tunnel Act 1889 and the

second party shall observe the provisions of said Act regarding the publication of said byelaws and may exercise the powers of the first party in regard to the matters provided in section 63 (Recovery of penalties &c.) of the said Act.

Tenth In the event of the tunnel being destroyed or rendered unfit for the purposes of this agreement by causes beyond the control of the second party the second party shall not be liable to renew or reinstate the same or as from the date of such occurrence to implement any of the obligations imposed on them by this agreement except that the second party shall free and relieve the first party of all costs charges and liabilities which they may have incurred under this agreement prior to such occurrence.

Eleventh The second party shall have the option at any time during the continuance of this agreement or any extension or renewal thereof on the same or other terms and conditions to purchase for a sum of one hundred thousand pounds the whole undertaking works and property of the first party including the tunnel and the whole lands and heritages (all as shown within the boundaries coloured green on the plan hereinbefore mentioned) and also the statutory powers of the first party under the Glasgow Harbour Tunnel Act 1889 and the Glasgow Harbour Tunnel (Further Powers) Act 1897 Provided always that the first party may during such continuance and prior to said purchase sell or realise under their last-mentioned Act all or any part of the lands coloured blue on said plan and in the event of such sale or realisation the said price of one hundred thousand pounds shall be reduced by the amount derived therefrom.

Twelfth The second party shall promote and use their best efforts to obtain a Provisional Order in the Parliamentary Session 1914–15 for the purpose of confirming this agreement The conduct and charge of the Provisional Order shall be in the hands of the second party who shall consult with the first party on all material matters which may arise The second party shall pay the costs of this agreement and of the Provisional Order including the charges and outlays incurred by the first party's Parliamentary agents in London or Edinburgh and their solicitors in Glasgow but excluding the employment of counsel and expert witnesses except with the consent of the second party This agreement shall be scheduled to the said Provisional Order and shall be subject to such alterations as may be made thereon during the progress of the said Provisional Order but if any alteration be so made which in the opinion of the arbiter under this agreement is so material that the object of this agreement cannot be attained it shall be competent to either of the parties to withdraw from the same.

Thirteenth In the event of this agreement not being confirmed by Parliament or of either party withdrawing from the same as provided in the preceding article the second party shall pay to the

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first party the proportion of the said sum of three thousand pounds per annum applicable to the period from 1st November 1914 till the date of failure to confirm or of withdrawal and in addition shall free and relieve the first party of all costs charges and liabilities which they may have incurred on account of or in connection with the operation of the tunnel during said period.

Fourteenth All questions which may arise between the parties hereto in relation to this agreement or to the import or meaning thereof or to the carrying out of the same shall be determined by an arbiter to be chosen mutually by the parties hereto and failing their agreeing by an arbiter to be appointed by the Board of Trade on the application of either of the parties.

In witness whereof these presents typewritten in duplicate upon this and the seven preceding pages are together with the said plan executed by the parties both at Glasgow as follows videlicet They are sealed with the common seal of the said Corporation of the city of Glasgow and are subscribed by Edward Watson shipping butcher and provision merchant in Glasgow and James Barrie writer there two members of the said Corporation and by John Lindsay the town clerk all of and for and on behalf of the said Corporation all on the twenty-sixth day of January nineteen hundred and fifteen before these witnesses David Stenhouse town clerk depute and Allan Stevenson writer both of the town clerk's office City Chambers Glasgow and they are sealed with the common seal of the said the Glasgow Harbour Tunnel Company and signed by Andrew Kirkwood McCosh ironmaster in Glasgow and Robert Simpson civil engineer there two of the directors and by Robert Lamond writer in Glasgow the secretary all of and for and on behalf of the said the Glasgow Harbour Tunnel Company all on the twenty-seventh day of said month of January and year last mentioned before these witnesses Andrew Mitchell chartered accountant in Glasgow and Edmond Archibald Anderson clerk to Messrs. R. P. Lamond and Son writers one hundred and sixty-three West George Street there.

ANDREW MITCHELL
Witness
E. A. ANDERSON
Witness

AND. K. McCOSH
Director
ROBERT SIMPSON
Director
ROBT. LAMOND
Secretary

L.S.

DAVID STENHOUSE
Witness
ALLAN STEVENSON
Witness

EDWARD WATSON
JAS. BARRIE
J. LINDSAY

L.S.

SECOND SCHEDULE.

(Referred to in the section of this Order of which the marginal note is "Confirming agreement with Clyde Trustees.")

AGREEMENT between the CORPORATION OF THE CITY OF GLASGOW (hereinafter termed "the Corporation") of the first part and the TRUSTEES OF THE CLYDE NAVIGATION incorporated by the Clyde Navigation Consolidation Act 1858 (hereinafter termed "the trustees") of the second part.

Stamp. Sixpence.

WHEREAS the trustees have lodged a petition against the Provisional Order promoted by the Corporation the short title of which is "Glasgow Corporation (Parks Harbour Tunnel Gas &c.) Order" so far as that Order proposes to confirm an agreement between the Corporation and the Harbour Tunnel Company and during the currency thereof to authorise the Corporation to keep open and work the tunnel under the River Clyde at Finnieston as if it were one of the roads streets highways or bridges vested in and maintained by the Corporation under the Roads and Bridges (Scotland) Act 1878 and their Acts and to allow passengers animals and vehicles to use the tunnel without charging any tolls for such user:

And whereas for several years the establishment of free ferries across the River Clyde within the city of Glasgow and the provision of an opening bridge across the river to the west of Glasgow Bridge have been under consideration and negotiation between the parties hereto and they have now agreed that in the interest of the citizens of Glasgow and of the navigation under the charge of the trustees it is expedient that the following arrangements and agreements with regard to the same should be carried into effect:

Therefore it is hereby mutually agreed between the parties as follows:—

First From and after the first day of July 1916 (hereinafter termed "the date of commencement") subject to the provisions of this agreement and of such regulations and byelaws as may from time to time be made by the trustees with regard to working management and periods of running of the ferry service no toll or other charge shall be made for the conveyance of passengers animals carriages carts and other vehicles and goods across the River Clyde by means of any of the ferries suitable for their conveyance belonging to the trustees between Glasgow or Broomielaw Bridge and the western boundary of the city of Glasgow.

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Second The whole ferry system and all lands works vessels plant and appliances used in connection therewith shall continue to belong to and be worked by the trustees who shall except as otherwise hereinafter provided have sole control of the management maintenance repair renewal and replacement of the ferry steamers and relative works.

Third The ferry services may be varied reduced or increased from time to time as may be mutually agreed upon between the Corporation and the trustees.

Fourth With regard to the trustees' capital expenditure amounting to 194,871*l.* being the actual cost of the lands ferry steamers and works in use for cross-river communication as at the date of commencement including the capitalised value of the annual feu-duty of 800*l.* payable in terms of section 113 of the said Act of 1858 in respect of Govan Ferry rights no charge shall subject always to Article Sixth hereof be made by the trustees against the Corporation for interest or depreciation on the same or for replacing the amount by sinking fund and the trustees shall continue to pay the said feu-duty.

Fifth All capital which may be required for expenditure on the ferry system after the date of commencement as the same may be mutually agreed upon shall unless otherwise arranged be provided by the trustees and shall be repaid to the trustees half-yearly by the Corporation by means of a sinking fund of $2\frac{1}{2}$ per cent. per annum on the whole amount thereof In the event of the trustees providing the capital interest at the current rate paid by the trustees on the amount of capital so provided shall be paid half-yearly by the Corporation to the trustees on the amount of such capital expenditure as reduced from time to time by sinking fund The said half-yearly payments shall be made at the terms of Martinmas and Whitsunday in each year.

Sixth From and after the date of commencement the Corporation shall also pay to the trustees (1) at each term of Martinmas and Whitsunday an amount equal to one half of the estimated yearly expense under the following heads (A) (B) and (C) and (2) so soon as may be after the 30th June in each year the balance of the actual expense under these heads ascertained and certified as after-mentioned :—

(A) The actual expense including landlords' and tenants' rates and taxes (except so far as chargeable against capital under Article Fifth hereof) incurred in the working maintenance repair renewal and replacement of the existing and any future ferry steamers and relative works and of any extension of the system under deduction of the sum of 2,000*l.* per annum being a contribution thereto by the trustees as such expense shall annually be ascertained by a special

statement made up by the treasurer of the trustees and certified by the auditor appointed under the Clyde Navigation Acts and by an officer to be appointed by the Corporation and in case of their differing in opinion as to said amount by the President for the time being of the Institute of Accountants and Actuaries in Glasgow and the Corporation by one of their officers or by an accountant to be appointed by them shall have at all reasonable times access to the books vouchers and records of the trustees for the purpose of checking the expense herein referred to;

(B) The sum of 1,250*l.* per annum in respect of the proportion falling on the ferry system of the trustees' annual general management charges; and

(C) The amount of the premiums which the trustees may and shall from time to time incur in insuring in such manner as may be mutually agreed upon against claims for loss or damage of every description whether at the instance of employees or third parties including all claims for loss of life or for injury to persons vessels goods animals or property or damages or demurrage arising out of or in connection with the working and maintenance of the ferry steamers and relative works.

Seventh If after the foregoing provisions have been confirmed by Parliament the Corporation apply for parliamentary powers for the construction of an opening bridge across the River Clyde at or near Finnieston Glasgow on the site hereinafter specified the trustees subject to the conditions after mentioned shall not oppose such application and shall sell to the Corporation so much of their lands and property and grant such wayleaves servitudes and facilities over or through their lands and property as may be necessary for the construction and erection of said bridge including all requisite approaches accesses and other conveniences connected therewith and the following conditions shall be binding on both parties hereto:—

(1) The proposed bridge and approaches shall be erected by the Corporation as near as may be on the site and line shown on the plan signed as relative hereto and the height of the said bridge shall be such that there shall be not less than 18 feet of clear headway above the level of Stobcross Quay and Roadway and Mavisbank or Plantation Quay and Roadway over which the bridge is to be carried:

(2) The dimensions breadth span design and strength of the proposed bridge and all approaches thereto and signalling arrangements and subsidiary works which may be deemed

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necessary in connection therewith and all arrangements necessary to be made by the Corporation for the protection of the navigation during the construction of the bridge shall be mutually approved or determined by arbitration as after provided:

(3) The Corporation shall at their own cost work the said bridge and shall maintain the same in good order and condition and provide and maintain all necessary signalling and telephone arrangements in connection therewith The Corporation shall subject to the approval of the trustees appoint and pay a bridge master engineers and other employees required in connection with the bridge including the men to work the special signals at stations in the harbour above and below the bridge and the trustees shall if they see cause be entitled to complain of the manner in which any one of such employees is discharging his duties in connection with the working of the bridge and to call upon the Corporation to dismiss such employee and subject to the approval of the trustees to appoint another in his place and any question arising between the Corporation and the trustees in relation thereto shall be determined by arbitration as after provided The Corporation and the trustees jointly shall be entitled to make byelaws for the opening and shutting of the bridge the regulation of the passage of vessels through the bridge and the regulation of traffic on and over the bridge and for the imposition of penalties for any breach of such byelaws and such byelaws shall require that the land traffic shall unless when otherwise thereby provided give way to the passage of vessels through the bridge provided that no such byelaws shall have any force or validity until the same have been approved and confirmed by the Board of Trade The Corporation shall reimburse to the trustees all expenses (if any) incurred by the trustees in connection with the working of the bridge such expenses to be ascertained certified and paid in the same manner as is provided in Article Sixth with reference to the expenses of the ferries:

(4) The trustees shall receive compensation for all lands and property to be acquired from them by the Corporation for the purposes of said bridge including accesses approaches and other conveniences connected therewith for all damage actually done to the works and properties of the trustees and for all expenses actually incurred by the trustees rendered necessary by the construction of the bridge (including the cost of all necessary accommodation

works and the following works (viz.) (A) the re-erection as far as practicable of any sheds taken down (B) the removal of the dolphins in connection with Finnieston Ferry landing stages and (C) timber wharfing and sheet piling across the ferry recess on the north side of the river at that ferry and the filling in of the ground behind that wharfing and the paving of the surface of the quay there) but no compensation shall be paid by the Corporation in respect of the right to cross the quays sheds or adjoining streets of the trustees or of the River Clyde by the said bridge or for loss of quay space or sheds or in name of loss of revenue due to the erection and working of the said bridge :

(5) The trustees shall not incur or be under any obligation or responsibility whatever in respect of the construction or the working of the said bridge and approaches thereto and the Corporation shall indemnify free and relieve the trustees from all claims for loss or damage of every description (if any) whether at the instance of employees or third parties including all claims for loss of life or for injury to persons vessels goods animals or property or damages or demurrage which may arise or be made against the trustees in connection with such construction or working.

Eighth The Corporation agree to pay to the trustees the difference between the gross revenue drawn by the trustees from Finnieston Clyde Street and Kelvinhaugh Ferries during the year ending 30th June 1913 (amounting to 12,814*l.*), under deduction of the sum of 1,321*l.* and the gross revenue which may be drawn by them from these ferries during the year ending 30th June 1916 as the same shall be ascertained and certified in the same manner as is provided by Article Sixth hereof with reference to the expenses of the ferries and that as soon as such difference shall have been so certified and in consideration thereof and of the foregoing stipulations the trustees agree to depart from any further claims against the Corporation for loss of revenue through the opening of the harbour tunnel for traffic free of toll and to withdraw their petition against the said Order.

Ninth Any difference between the Corporation and the trustees (not otherwise herein specially provided for) in connection with any of the provisions of this agreement shall failing agreement be determined from time to time by a single arbiter to be mutually agreed upon between the Corporation and the trustees or failing agreement by two arbiters one to be appointed by each of the parties hereto and in the event of their failure to agree by an oversman to be appointed by them and the whole costs of any such arbitration shall be borne

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as the said single arbiter arbiters or oversman as the case may be shall direct.

Tenth This agreement is made subject to such alterations as the Secretary for Scotland or Parliament may see fit to make thereon and shall if necessary be scheduled to and be confirmed by the said Order or otherwise the terms and conditions thereof shall be carried out and given full effect to in any other Order or Orders to be applied for by either party in a future session.

In witness whereof these presents printed on this and the six preceding pages are sealed with the seal of the Corporation of the city of Glasgow and subscribed in duplicate by Thomas Dunlop and Duncan Graham two members of the said Corporation and by John Lindsay town clerk of said city on behalf of the said Corporation at Glasgow on the fifteenth day of April nineteen hundred and fifteen before these witnesses Allan Stevenson solicitor and Walter Scott Douglas clerk both in the said town clerk's office and are sealed with the seal of the trustees of the Clyde Navigation and subscribed by Sir Thomas Mason knight and Sir William Bilsland baronet LL.D. two of the said trustees and by Thomas Riach Mackenzie general manager and secretary to the said trustees at Glasgow on the twentieth day of the month and year last mentioned before these witnesses Patrick Dunlop Donald assistant engineer-in-chief and Duncan Mackinnon Macintyre assistant secretary both to the said trustees.

ALLAN STEVENSON
Witness

W. S. DOUGLAS
Witness

P. D. DONALD
Witness

D. M. MACINTYRE
Witness

THOMAS DUNLOP
DUNCAN GRAHAM
J. LINDSAY Town Clerk

L.S.

THOMAS MASON
Trustee

WILLIAM BILSLAND
Trustee

L.S.

T. R. MACKENZIE
General Manager and Secretary

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