CHAPTER xc.

An Act to provide for the purchase by the Corporation of Glasgow of the Undertaking of the Partick, Hillhead and Maryhill Gas Company, Limited; and for other purposes in connexion therewith. [3rd July 1891.]

A.D. 1891.

WHEREAS the lord provost, magistrates and council of the city of Glasgow (herein-after called "the Corporation"), by the Glasgow Corporation Gas Act, 1869, acquired and were vested in the undertakings of the Glasgow Gas Light Company and the City and Suburban Gas Light Company of Glasgow, and were thereby authorised to manufacture gas and supply the same within the city of Glasgow and the suburbs thereof (including the police burghs of Partick, Hillhead and Maryhill), and other places intermediate or adjacent:

And whereas the Corporation, by means of the works so taken over by them from the said companies, and other works since erected by them, have supplied and are at present supplying gas within the said city and suburbs, including as aforesaid, and other places intermediate or adjacent:

And whereas the Partick, Hillhead and Maryhill Gas Company, Limited (herein-after called "the company"), was, on the second day of May, one thousand eight hundred and seventy-one, incorporated, under the Companies Acts, 1862 and 1867, for the purpose of manufacturing and supplying gas and generally for carrying on the business usually carried on by gas companies:

And whereas the company purchased the ground in the first and second places described in the Second Schedule to this Act annexed, and erected gasworks thereon, and have from time to time improved and enlarged the same with the capital raised by them:

And whereas the company, by means of the works so erected by them, commenced to supply and are now supplying gas within the

A.D. 1891.

said police burghs of Partick, Hillhead and Maryhill, and the adjoining districts and places, and the Corporation and the company have been and are to a certain extent competitive suppliers of gas within the said police burghs, districts and places:

And whereas the company, in the year one thousand eight hundred and ninety, purchased the ground in the third place described in the said Second Schedule to this Act annexed, with the gasworks situated thereon, formerly belonging to the now dissolved Dalmuir, Kilpatrick and Bowling Gas Company, Limited:

And whereas the present share capital of the company consists of one hundred and thirty thousand pounds, divided into twenty thousand ordinary shares of five pounds each, and six thousand five and a half per cent. cumulative preference shares of five pounds each, all of which capital is subscribed and paid up:

And whereas the company have, in addition, a debenture debt amounting to fourteen thousand three hundred and ninety pounds, and have raised fifty-five thousand one hundred pounds by debenture stock, and have agreed with certain of their shareholders to issue to them debenture stock to the further amount of twenty-four thousand nine hundred pounds for the purpose of paying off the said debenture debt, and for the general purposes of the company:

And whereas, with the view of terminating the competition which has, since the establishment of the company, existed between the Corporation and them in relation to the supply of gas within the said police burghs of Partick, Hillhead and Maryhill, and adjoining districts and places, the Corporation have agreed to purchase and acquire the whole undertaking of the company, including the ground and works which belonged to the said now dissolved Dalmuir, Kilpatrick and Bowling Gas Company, Limited, and the company have agreed to sell and transfer their said undertaking to the Corporation upon the terms contained in the deed of agreement between them set forth in the First Schedule to this Act annexed:

And whereas it is provided by the said agreement that the company shall, from and out of the price to be paid by the Corporation, make the necessary arrangements with the holders of the said debenture stock for the redemption and cancelment thereof:

And whereas the holders of the said debenture stock have agreed to accept at any time after the first day of July, one thousand eight hundred and ninety-one, cancelment of the said debenture stock on payment to them of a sum of twelve thousand five hundred pounds in addition to the par value thereof:

And whereas it is expedient that the company should be liquidated and dissolved, and that the said deed of agreement between them and the Corporation should, subject to the provisions of this Act, be confirmed:

And whereas it is also expedient that, from and after the date of the transfer of the undertaking of the company to the Corporation, the Corporation should be entitled to maintain and work the same as part of their gas undertaking under the provisions of the Glasgow Corporation Gas Acts, 1869 to 1888, and this Act:

And whereas it is also expedient to define the limits within which the Corporation shall be entitled to supply gas in the areas hereinafter respectively defined as the "city supply district" and the "supplementary supply district," and to make certain provisions with reference to the supply of gas by the Corporation, and the prices to be charged therefor within these limits respectively:

And whereas in case the Corporation may at any time hereafter deem it inexpedient to retain as part of their gas undertaking the ground and works which belonged to the said now dissolved Dalmuir, Kilpatrick and Bowling Gas Company, Limited, and to continue the supply of gas within the supplementary supply district, it is expedient that they should be authorised and empowered to sell and dispose of the same:

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, and Commons, in this present Parliament assembled, and by the authority of the same, as follows (that is to say):—

Short title.

1. This Act may be cited as the Glasgow Corporation (Partick, Hillhead and Maryhill) Gas Act, 1891, and the same, together with the Glasgow Corporation Gas Acts, 1869 to 1888, may be cited as the Glasgow Corporation Gas Acts, 1869 to 1891.

Interpretation.

2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, and the following words and expressions shall have the respective meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction:—

The expressions "the works" and "the undertaking" shall respectively mean and include the works at present vested in and maintained by the company, and the lands, buildings,

A.D. 1891.

estate, right, title, property, privileges, and effects and the undertaking of the company, and every part thereof respectively.

Limits of supply and price of gas.

3. The limits within which the Corporation shall, from and after the passing of this Act, be entitled to supply gas, shall be (1) the areas within which the Corporation at present have power to supply gas, including the burgh of Clydebank, within the parish of Old Kilpatrick, and so much of the parish of New Kilpatrick as lies south of a line drawn due west of the point where the eastern boundary of the said parish leaves Dougalston Loch, and which areas, inclusive as aforesaid, shall be thenceforth known and distinguished and are referred to in this Act as the "city supply district"; and (2) so much of the parish of Old Kilpatrick as is bounded on the west by a line drawn due north from Dunglass Castle to a point half a mile from the River Clyde, and on the north by a line drawn due east from the last-mentioned point to the boundary of the parish of New Kilpatrick, exclusive of the burgh of Clydebank, and which area shall thenceforth be known and distinguished and is referred to in this Act as the "supplementary supply district": Provided always, that while the price to be charged by the Corporation for gas supplied by meter within the city supply district, shall, in terms of section 9 of the Glasgow Corporation Gas Act, 1882, be charged equally to all consumers within that district, the Corporation may, notwithstanding anything contained in that Act, charge a differential rate for the gas supplied by meter and for public lamps within the supplementary supply district, but such differential rate shall not, at any time, exceed the maximum price of four shillings and sevenpence per one thousand cubic feet, fixed by section 67 of the Glasgow Corporation Gas Act, 1869.

Confirmation of agreement.

4. The agreement between the company and the Corporation, as set forth in the First Schedule to this Act annexed, is hereby sanctioned and confirmed.

Directors of company authorised to grant conveyance and other deeds.

5. In conformity with the said agreement the directors of the company are hereby authorised to grant, in favour of the Corporation, a deed of conveyance (duly stamped) vesting the undertaking in the Corporation; and to grant and execute all other deeds or documents that may be necessary to carry the said agreement into effect, and to cause the company's seal to be affixed to all such deeds or documents.

On delivery of conveyance,

6. On the delivery of the said deed of conveyance the company shall be held to have passed into liquidation in the same manner

and to the like effect as if a special resolution requiring the company to be wound up voluntarily had been passed, in terms of the one hundred and twenty-ninth section of the Companies Act, 1862; and an extraordinary general meeting of the shareholders shall, as soon as practicable thereafter, be held for the purpose of appointing a liquidator, and the price of the undertaking, and all other sums due or to become due by the Corporation to the company under the said agreement, shall, so far as not paid to the company on the receipt of three or more directors previous to his appointment be paid to the said liquidator, and such price and other sums shall be divided by the liquidator with all convenient speed among the persons entitled thereto. The powers of the directors of the company shall continue until such liquidator is appointed.

Company to be held to have passed into liquidation and liquidator appointed.

7. Notice of the said liquidation shall be given by advertisement in the "Edinburgh Gazette," and the same shall thereafter proceed in all respects as if the same had commenced as a voluntary liquidation under the Companies Acts, 1862 to 1886, and the jurisdiction of the Court of Session, in either division thereof, and the rights, powers and liabilities of the liquidator and of the creditors and shareholders of the company shall be the same in all respects as if the liquidation were conducted under the said Acts.

Notice of liquidation to be inserted in "Edinburgh Gazette."

8. On the publication of the said notice in the "Edinburgh Gazette" the whole debenture stock issued by the company shall be held to be cancelled and discharged, and all certificates of such stock issued by the company shall be null and void, and all persons who on the date of such publication were holders of the said stock shall be creditors of the company, and shall be entitled to be ranked in the liquidation as such to the extent of (first) the par value of their stock; (second) the interest on said par value at the rate of four per centum per annum from the date to which such interest was last paid till payment of the principal; and (third) a proportion corresponding to the amount of stock held by them of a total sum of twelve thousand five hundred pounds, which is hereby fixed as the premium to be paid to and apportioned among the holders of the said stock in respect of the cancelment of the same, but no interest shall accrue upon the said premium.

Cancelment of debenture stock.

9. On the completion of the liquidation in manner aforesaid, and as provided by the said Companies Acts, 1862 to 1886, the company shall be deemed to be dissolved.

Dissolution of company.

A.D. 1891.

Memorandum and articles of association of company annulled.

10. The memorandum and articles of association of the company shall, so far as inconsistent with the terms of this Act, be null and void.

Corporation, on delivery of conveyance, to pay price.

11. The Corporation shall, on the granting and delivery to them of the said deed of conveyance, be bound and entitled to pay the price of the said undertaking, and fulfil in all other respects their obligations under the said agreement; and on the said deed of conveyance being so granted and delivered to the Corporation, the whole undertaking of the company shall be transferred to and vested in the Corporation, which shall have no concern with the winding up of the company under the provisions herein contained for that object.

Undertaking to be carried on as part of Corporation gas undertaking.

12. From and after the transfer of the undertaking to the Corporation, the same shall (subject to the provisions contained in sections 3 and 13 of this Act), be carried on and maintained as part of their gas undertaking under the provisions of the Glasgow Corporation Gas Acts, 1869 to 1888, and this Act; and the whole powers conferred upon the Corporation by the said Acts and by any Acts incorporated therewith, with reference to the areas within which the Corporation at present have power to supply gas, shall be extended to the city supply district and the supplementary supply district; and the Corporation may from time to time maintain, alter, improve, enlarge, extend, and renew or discontinue the existing gasworks of the company upon the lands on which the same are erected or any part thereof, and which are described in the Second Schedule to this Act annexed; and they may on the same lands also erect, lay down, provide, and from time to time maintain, alter, improve, enlarge, extend and renew or discontinue additional and other gasworks, retorts, gasometers, receivers, drains, sewers, mains, pipes, meters, lamps, lamp-posts, burners, stop-cocks, machinery, and other works and apparatus and conveniences, and may do all such acts as they may think proper for making and storing gas, and for supplying gas within their limits of supply as defined in this Act, and may make, store and supply gas accordingly; and may manufacture, sell, provide, supply and deal in coke, coal tar, pitch, asphaltum, ammoniacal liquor and oil, and all other products or residuum of any materials employed in or resulting from the manufacture of gas, and also meters, stoves, burners, fittings, tubes, pipes and other articles and things in any way connected with gasworks, or with the supply of gas, as the Corporation may from time to time think fit.

Power to Corporation to sell works of Dalmuir, Kilpatrick and Bowling Gas Company.

13. In the event of the Corporation at any time after the passing of this Act deeming it inexpedient to retain as part of their gas undertaking the ground and works which belonged to the now dissolved Dalmuir, Kilpatrick and Bowling Gas Company, Limited, and to continue the supply of gas within the supplementary supply district, the Corporation may, and they are hereby authorised and empowered to sell and dispose of the said ground and works to any company, person or local authority to be approved of by the Board of Trade, and to transfer to such company, person or local authority their whole rights, powers, and obligations in regard to the supply of gas within the said district, and upon such sale and transfer being completed all the rights, powers, and obligations of the Corporation in relation to the said district shall cease and determine: Provided always that section eighty of their Gas Act of 1869 shall apply to the money received by the Corporation in respect of the sale and transfer of the said ground and works, rights, duties, and obligations.

Power to purchase lands by agreement.

14. The Corporation may, for the purposes of their undertaking, purchase, take and hold by agreement, but not otherwise, in addition to the lands described in the Second Schedule to this Act annexed, any lands not exceeding in the whole twenty acres, which the Corporation may from time to time require for the purposes of their works and undertaking, but the Corporation shall not create or permit a nuisance on any such lands, and no lands shall be used by the Corporation for the purpose of manufacturing or storing gas or residual products except the lands described in the Second Schedule to this Act annexed.

Restriction on taking houses of labouring class.

15. The Corporation shall not, under the powers of this Act, without the consent of the Secretary for Scotland, purchase or acquire in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses which, after the passing of this Act, have been, or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

For the purposes of this section, the expression "labouring class" means and includes mechanics, artizans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family, and persons other than domestic servants whose income does not exceed an average of thirty shillings a week, and the families of any of such persons who may be residing with them.

A.D. 1891.

Pressure of gas.

16. From and after the commencement of this Act, all gas supplied by the Corporation to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset not less than six tenths of an inch, and from sunset to midnight not less than eight tenths of an inch in height at the main, as near as may be to the junction therewith of the service pipe supplying such consumer; and any gas examiner appointed under the Gasworks Clauses Act, 1871, may, subject to the terms of his appointment, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage or place vested in or under the control of any local or road authority; and the provisions of the Gasworks Clauses Act, 1871, with reference to testing of gas and to penalties, shall, mutatis mutandis, apply to such testing of pressure, and two hours previous notice shall be given to the Corporation of the time and place at which such testing shall be conducted.

Corporation may exercise unexhausted borrowing powers for purposes of Act.

17. From and after the commencement of this Act the Corporation may, for the purpose of satisfying, paying and discharging all obligations imposed upon them by the said agreement and this Act, and of exercising any of the powers by this Act conferred on them, exercise any unexhausted borrowing powers conferred upon them by the Glasgow Corporation Gas Acts, 1869 to 1888, and apply any sums so borrowed to the foresaid purposes, and the Corporation may from time to time borrow such further sums of money as may be necessary for the foresaid purposes.

Costs of Act.

18. All costs, charges and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, so far as incurred prior to the fifth day of March, one thousand eight hundred and ninety-one, shall be paid by the company, and so far as incurred subsequent to that date shall be paid by the Corporation.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

This agreement, entered into by and between the Patrick, Hillhead and Maryhill Gas Company (Limited), incorporated under the Companies Acts, 1862 to 1890, herein-after called "the Company," of the first part, and the lord provost, magistrates and council of the city of Glasgow, acting under the Glasgow Corporation Gas Acts, 1869 to 1888, herein-after called "the Corporation," of the second part, Witnesseth that whereas the Corporation were, by the Glasgow Corporation Gas Act, 1869, vested in the undertakings of the Glasgow Gas Light Company and the City and Suburban Gas Company of Glasgow, and were also thereby empowered to manufacture gas and supply the same within the city of Glasgow and the suburbs thereof, including the police burghs of Partick, Hillhead and Maryhill, and places intermediate and adjacent: And whereas the Corporation have since that date, by means of the works taken over by them from the said Glasgow Gas Light Company and the City and Suburban Gas Company of Glasgow, and the works erected by themselves, manufactured gas and supplied the same within the said city and suburbs, including as aforesaid, and places intermediate and adjacent: And whereas the Company were, on the second day of May, in the year eighteen hundred and seventy-one, incorporated under the Companies Acts, 1862 and 1867, for the purpose of supplying gas within the said burghs of Partick, Hillhead and Maryhill, and the adjoining districts and places, and generally for carrying on the business usually carried on by gas companies; and the Company have since erected gasworks, and have been engaged in the business of manufacturing and supplying gas and residual products: And whereas the Corporation are promoting in the present session of Parliament a Bill to extend the municipal boundaries of the city of Glasgow, so as to include a considerable portion of the area within which both the Company and the Corporation at present supply gas, against which Bill the Company have petitioned Parliament: And whereas the Company are promoting in the present session of Parliament a Bill to incorporate them as a statutory gas company; to confer other powers upon them for their protection, in the event of the municipal boundaries of Glasgow being extended as aforesaid, and for other purposes; against which Bill the Corporation have petitioned Parliament: And whereas, with the view of obviating a parliamentary contest between them, in connexion with both of the Bills before referred to, and also for the purpose of terminating the competition which has, since the establishment of the Company, existed between them and the Corporation, in relation to the supply of gas within the area over which the Corporation obtained statutory powers as before mentioned, and settling all other matters at issue between them, the parties hereto have agreed upon a

A.D. 1891. sale of the Company's whole undertaking to the Corporation, upon the terms and conditions after mentioned: Therefore the parties have agreed and hereby agree as follows, viz.:—

First.—The Company hereby agree to sell, and the Corporation hereby agree to purchase the whole undertaking of the Company, including their whole lands, buildings, gasworks and machinery, as also their mains, meters, gas stoves and pipes, as the same shall stand on the first day of July, in the year eighteen hundred and ninety-one, which shall be the date of entry, the Corporation undertaking responsibility for the feu duties affecting the heritable property of the Company from the date of entry.

Second.—The price to be paid by the Corporation shall be two hundred and two thousand five hundred pounds, but, in addition to said sum (first), the Corporation shall pay to the Company the value, at the rate of two shillings and sixpence per one thousand cubic feet, of the gas that has been passed through the consumers meters between the date of the survey immediately preceding the date of entry and the said date of entry, and also the gas that may be in the gasholders of the Company at the date of entry; (second), the Corporation shall take over and pay for, at face value, all outstanding accounts due to the Company, appearing in their books at the date of entry; (third), the Corporation shall take over and pay for all the coals, coke, tar, liquor, lime, and other materials that may be in the hands of the Company at the date of entry. In the event of any difference arising between the parties as to the quantity of gas, or as to the quantity and value of the said coal and other materials to be paid for, the same shall be referred to the decision of a valuator to be mutually chosen, or in the event of difference between the parties, to be named by the arbiter first mentioned in article ninth hereof. The said price of two hundred and two thousand five hundred pounds shall be paid by the Corporation at the date of entry, from which date it shall bear interest, at the rate of five per cent. per annum, till paid; and the said other sums shall be paid by the Corporation at the date or dates at which the same shall respectively be ascertained, with interest thereon, at the rate foresaid, from the respective dates foresaid, till paid; but, in the event of the said sums not being ascertained before first September, eighteen hundred and ninety-one, they shall bear interest from that date, with power, however, to the Corporation at any time to make payments to account of the probable amounts due to the Company.

Third.—In collecting the sums outstanding from consumers, as the price of gas supplied by the Company prior to the date of entry, the Corporation shall be entitled to recover the same in the same manner as, and as part of, their own revenue.

Fourth.—The Corporation shall relieve the Company of all contracts for coal and residual products unexpired at the term of entry, and of the lease of the gas office and workshop at Hillhead, and also all current contracts with employées.

Fifth.—The Company shall, out of the price to be paid as before mentioned, implement all their obligations as at the date of entry (except in so far as before specified), including payment of their debentures and debenture stock, and shall make all necessary arrangements with the holders of the said stock for the redemption and cancelment thereof.

Sixth.—On payment of the price, the Company shall grant a regular and valid conveyance in favour of the Corporation, vesting the whole of the Company's undertaking in the Corporation; and the expense of such conveyance as well as of these presents shall be borne by the parties in equal shares.

Seventh.—Both parties shall co-operate in altering the Bill at present before Parliament promoted by the Company, by the insertion of clauses confirming the present agreement of sale, and conferring upon the Corporation and the Company all necessary powers which either of them may find requisite or desirable for carrying these presents into effect, including such powers as the Corporation may require for working the Company's undertaking as a part of the existing undertaking of the Corporation under the provisions of the said Glasgow Corporation Gas Acts, and both parties undertake to use every effort to secure the passing of the Bill. All expenses which may be incurred in relation to the Bill, from and after the fifth day of March, in the year eighteen hundred and ninety-one, shall be paid by the Corporation. The non-passage of the said Bill before the date of entry shall not in any way affect the obligations on the parties to carry the provisions hereof into effect, but the same shall be valid and binding notwithstanding.

Eighth.—On the completion of this agreement, the Company undertake to withdraw their petition against the said Bill promoted by the Corporation, and also, with the consent of the Corporation, which they hereby agree to give, to abandon the reclaiming notes presented by the Company in the two actions of suspension and interdict now pending in the Court of Session, at their instance, against the Corporation, each party paying their own expenses, and it being understood that the decerniture for expenses contained in the Lord Ordinary's interlocutors in said actions shall not be enforcible against the complainers. The Corporation shall make all necessary arrangements with the proprietors of the subjects referred to in the said actions, and the Company shall make all necessary arrangements with the tenants of said subjects, so far as said proprietors and tenants have been sisted as parties thereto, for obtaining their consent to the abandonment of said reclaiming notes on the foresaid terms.

Ninth.—In the event of any difference arising between the parties as to this agreement, or any matter (except as herein-before and after mentioned) arising out of the same, the same is hereby referred to the decision of Robert Berry, Esquire, Sheriff of Lanarkshire, whom failing, of John Blair Balfour, Esquire, Advocate, Dean of Faculty; and in the event of any difference arising between the parties as to the terms of the clauses to be inserted in the said Bill promoted by the Company, or as to the proper parliamentary procedure for carrying into effect the arrangement contained in this agreement, and obtaining statutory confirmation thereof, the same is hereby referred to the decision of Edward Henry Pember, Esquire, Q.C., whom failing, of Pembroke S
Stephens, Esquire, Q.C.

Tenth.—This agreement shall be subject to such alterations as Parliament may see fit to make thereon.

Eleventh.—The parties consent to the registration hereof, and of all decrees arbitral, interim or final, to be pronounced by the said arbiters, for preservation and execution. In witness whereof these presents, written upon this and the

A.D. 1891.

three preceding pages of stamped paper, by James Cruickshanks Smith, clerk to Muirhead and Guthrie Smith, writers in Glasgow, are (under the declaration that the word "gas" is interlined to read before the word "Company," occuring in the twenty-fifth line of page first hereof) subscribed in duplicate by the parties hereto, all at Glasgow, as follows, viz., by Henry Cowan and John King, two of the directors, and John Graham, the secretary of the said The Partick, Hillhead and Maryhill Gas Company (Limited) (the common seal of the said Company being at the same time affixed), all on the twenty-fourth day of March, in the year eighteen hundred and ninety-one, before these witnesses, James Muirhead, writer in Glasgow, and Alfred James Hendrie, clerk to Grahams and Company, chartered accountants in Glasgow; and by Alexander McLaren, Hugh Steel Thomson and Robert Crawford, three members of the town council of the city of Glasgow; and by Sir James David Marwick, town clerk of said city, for and on behalf of and as specially authorised by the said lord provost, magistrates and council of said city, acting as aforesaid, in council assembled, all on the twenty-fifth day of said month of March and year last mentioned, before these witnesses, John Bowers, writer, Glasgow, and Robert Crawford, clerk in the town clerk's office, Glasgow.

James Muirhead, Witness.
Alfred J. Hendrie, Witness.

Henry Cowan, Director.
John King, Director.

Seal.

John Graham, Secretary.

John Bowers, Witness.
Robert Crawford, Witness.

Alex. McLaren.
Hugh S. Thomson.
Robert Crawford.
J. D. Marwick, Town Clerk.

THE SECOND SCHEDULE.

Description of the Lands on which the existing Gasworks are erected.

First.—All and whole that piece of ground, part of the lands of Garscube, extending to six acres one rood and seventeen poles, imperial measure, or thereby, and bounded as follows, videlicet:—On the north-west by ground conveyed by Sir George Campbell, of Succoth, Baronet, to the North British Railway Company for the formation of their branch railway to Stobcross, along which it extends three hundred and twenty-five feet, or thereby, following the curve; on the north by ground conveyed by the said Sir George Campbell to the North British Railway Company, along which it extends one thousand two hundred and thirty feet six inches, or thereby, following the curves, the boundary being two feet south of the bottom of the sunk fence wall at the base of the embankment of the diversion of the Forth and Clyde Canal; on the east

by ground now or sometime belonging to Messrs. Montgomerie and Fleming, along which it extends twenty-two feet, or thereby, following the bend; on the south and south-east by the centre of the old stone wall between the said piece of ground and the ground now or sometime belonging to Messrs. Montgomerie and Fleming, along which south boundary the said piece of ground extends nine hundred and four feet six inches, or thereby, in a straight line, and along which south-east boundary the said piece of ground extends four hundred and seven feet six inches, or thereby, in a straight line; on the west, south and south-west by the piece of ground herein-after described in the second place, along which it extends on the west four hundred and fifty-nine feet, or thereby, in a straight line; on the south and south-west three hundred and twenty-four feet, or thereby, following the curves, and on the south-west thirty-one feet, or thereby, in a straight line, which piece of ground is situate in the parish of East Kilpatrick or New Kilpatrick, and county of Dumbarton; Second.—All and whole that piece of ground in the parish of New Kilpatrick and county of Dumbarton, situated on the south-east side of the Stobcross branch of the North British Railway, and extending to six acres and five decimal or one-tenth parts of an acre, imperial measure, and bounded as follows, videlicet:—On the north-west by the Stobcross branch of the North British Railway, along which it extends six hundred and thirty-seven feet, or thereby; on the north and east by the ground herein-before described in the first place, along which it extends on the north-east thirty-one feet, or thereby; on the north and north-east three hundred and twenty-four feet, or thereby; and on the east four hundred and fifty-nine feet, or thereby, and on the south by the lands of Kelvinside, along which it extends seven hundred and eighty-three feet five inches, or thereby; and Third.—All and whole that piece of ground in the parish of Old Kilpatrick and county of Dumbarton, situated at or near the village of Old Kilpatrick, and lying on the south side of the road leading from the burgh of Clydebank, through Old Kilpatrick, to Dumbarton, extending to one rood twenty-eight falls and thirty-three ells, or thereby, bounded on the east by a piece of ground feued by James Donald, now or formerly the property of Gabriel Scott; on the south by the Forth and Clyde Canal; on the west by ground now or formerly belonging to Robert Lang, drysalter; and on the north by the said road leading to Dumbarton.

Printed by Eyre and Spottiswoode,
FOR
T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, East Harding Street, Fleet Street, E.C.; or
JOHN MENZIES & Co., 12, Hanover Street, Edinburgh, and
88 and 90, West Nile Street, Glasgow; or
HODGES, FIGGIS, & Co., 104, Grafton Street, Dublin.