ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

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Cap. cxc.

An Act for making certain Railways to connect *Glasgow, Dumbarton,* and *Helensburgh* in the Counties of *Lanark* and *Dumbarton;* and for making Provision for the Use and Working of the said Railways. [14th *August* 1855.]

WHEREAS the making of certain Railways to connect the City of *Glasgow* and the Towns of *Dumbarton* and *Helensburgh* in the Counties of *Lanark* and *Dumbarton* would be of great local and public Advantage: And whereas the Persons herein-after named, together with others, are willing, at their own Expense, to carry such Undertaking into execution: And whereas the said Railways might be beneficially worked in connexion with the *Edinburgh and Glasgow* Railway, and the Company to whom the said last-mentioned Railway belongs are willing to work the said intended Railways, and it is expedient that Provision should be made for that Purpose, and also in reference to the Traffic thereon and on adjoining Railways: But the Objects aforesaid 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,

Short Title.

I. That in citing this Act for any Purpose whatever it shall be sufficient to use the Expression "The *Glasgow, Dumbarton, and Helensburgh* Railway Act, 1855."

8 & 9 Vict. cc. 17. 19. and 33. incorporated.

II. That "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall be incorporated with this Act.

Subscribers incorporated.

III. That his Grace *James* Duke of *Montrose*, *Alexander James Dennistoun Brown*, *Walter Buchanan*, *James Burns*, Sir *Archibald Islay Campbell* Baronet, *Colin Campbell* junior, *Alexander Dennistoun*, *Archibald Orr Ewing*, *Humphrey Ewing Crum Ewing*, and *John Stewart*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to 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 herein-after described, with all proper Works and Conveniences connected therewith, to be called "The *Glasgow, Dumbarton, and Helensburgh* Railway;" and for the Purposes herein and in the Acts herewith incorporated contained such Company shall be incorporated by the Name of "The *Glasgow, Dumbarton, and Helensburgh* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, acquire, and hold Lands and Heritages for the Purposes of the Undertaking, subject to the Provisions of this Act and the Acts incorporated herewith.

Capital.

IV. That the Capital of the Company shall be Two hundred and forty thousand Pounds, which shall be applied only to the Purposes authorized by this Act.

Number and Amount of Shares.

V. That the Number of Shares into which the Capital shall be divided shall be Twenty-four thousand, and the Amount of each Share shall be Ten Pounds.

VI. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Two Months at the least shall be the Intervals between successive Calls.

VII. That

Interest not to be paid on Calls paid up.

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

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

VIII. That it shall not be lawful for the Company, out of any Money by this Act authorized to be raised, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow on Mortgage.

IX. That it shall be lawful for the Company to borrow on Mortgage of the whole Undertaking or by Bond any Sums not exceeding in the whole the Sum of Sixty thousand Pounds; but no Paid of said Sum shall be borrowed until the whole of the said Capital of Two hundred and forty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up: Provided always, that the Sums to be borrowed as aforesaid shall be applied only to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of Judicial Factor.

X. That it shall be lawful for the Mortgagees or Bondholders of the Company to enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages or Bonds by the Appointment of a Judicial Factor; and in order to authorize the Appointment of such Judicial Factor, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees or Bondholders by whom Application for such Judicial Factor shall be made shall not be less than Six thousand Pounds in the whole.

Meetings of theCompany.

XI. That the First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* or *March* and *August* or *September*, and the first of such Ordinary Meetings shall be held in the Month of *August* or *September* One thousand eight hundred and fifty-five,

and

and all Ordinary Meetings of the Company shall be held in *Glasgow*.

Quorum of General Meetings.

XII. That 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 Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

XIII. That the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares in the Capital of the Company.

Power to reduce the Number of Directors.

XIV. That it shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Five.

First Directors.

XV. That *Alexander James Dennistoun Brown*, *Walter Buchanan*, *James Burns*, Sir *Archibald Islay Campbell* Baronet, *Colin Campbell* junior, *Alexander Dennistoun*, *Archibald Orr Ewing*, *Humphrey Ewing Crum Ewing*, and *John Stewart* shall be the First Directors of the Company.

First Election of Directors by Shareholders.

XVI. That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Elections of Directors by Shareholders.

XVII. That at the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, and in every Year thereafter, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Quorum of Meetings of Directors.

XVIII. That the Quorum of a Meeting of Directors shall be Three.

XIX. That

Quorum of Meetings of Committees of Directors.

XIX. That the Quorum of Meetings of Committees of Directors shall be a Majority of the Members of which such Committees consist respectively.

Periods for balancing Books of Company.

XX. That the Periods to which the Books of Accounts of the Company shall be brought to a Balance shall be the Thirty-first Day of *January* and the Thirty-first Day of *July* in each Year, and the Periods at which Shareholders and Loan Creditors of the Company shall be entitled to the Inspection of such Books shall be Fourteen Days before and Fourteen Days after each of the Ordinary Meetings of the Company.

Newspaper for Advertisements.

XXI. That all Advertisements relating to the Affairs of the Company shall be inserted in at least One Newspaper published in the County of *Lanark*.

Railways to be made according to deposited Plans.

XXII. That whereas Plans and Sections of the Railways hereby authorized, showing the Lines and Levels thereof, and also a Book of Reference to the said Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands and Heritages through which the same are intended to pass, have been deposited in the Office in *Glasgow* of the Principal Sheriff Clerk of the County of *Lanark*, and in the Office in *Dumbarton* of the Principal Sheriff Clerk of the County of *Dumbarton:* It shall be lawful for the Company, with the Powers of Deviation and other Powers, and subject to the Provisions of this Act and the Acts herewith incorporated, to make and maintain, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections, the Railways herein-after described, and all proper Works and Conveniences in connexion therewith, and to enter upon, take, and use such of the said Lands and Heritages as shall be necessary for the said Purposes: Provided always, that in constructing the Railway within the Limits of the Town or Burgh of *Helensburgh*, or on Ground belonging to Sir *James Colquhoun* of *Luss*, Baronet, whether in Property or Superiority, the greatest lateral Deviation shall not exceed Thirty Yards on either Side from the Line laid down on the said Plans where the Ground is unfeued, and Two Yards where the Ground is feued, and Five Yards at the *Drumfork* Road where a Bridge is to be built, without the Consent of the said Sir *James Colquhoun*, and, in so far as the Line passes through the said Town or Burgh, also of the Magistrates and Council thereof, and the greatest vertical Deviation from the Levels of the Railway as referred to the common Datum Line described on the Section shall in no Part within the Limits of the said Town or Burgh, or on the Ground of the said Sir *James Colquhoun*, exceed Two Feet, without the Consent aforesaid:

aforesaid: Provided nevertheless, that the said Limits of Deviation shall not be applicable to the Station within the said Town or Burgh, or to any Operations on the Roads or Streets within the same.

Lines of Railway.

XXIII. That the Railways to be made and maintained under the Authority of this Act shall be the following; (that is to say,)

First, a Railway commencing by a Junction with the *Edinburgh and Glasgow* Railway at a Point Five hundred and sixty-five Yards or thereby North of the Booking Office of the *Edinburgh and Glasgow* Railway Company at *Cowlairs*, and terminating by a Junction with the *Caledonian and Dumbartonshire Junction* Railway at a Point near the West End of the tidal Basin at *Bowling* belonging to the *Forth and Clyde* Canal Company, which Railway will be situated in, or will pass from, through, or into the City or Royal Burgh of *Glasgow*, the *Inner High Church* Parish of *Glasgow*, the *Barony* Parish of *Glasgow*, and the Subdivision Parishes of *Springburn* and *Maryhill*, all in the County of *Lanark*, and also the Parishes of *Easter* or *New Kilpatrick* and *Wester* or *Old Kilpatrick*, both in the County of *Dumbarton*:

Second, a Railway commencing by a Junction with the said *Caledonian and Dumbartonshire Junction* Railway at a Point near the *Dalreoch* Station thereof, and terminating in the Town or Burgh of *Helensburgh* at a Point near the Town's House, which Railway will be situated in, or pass from, through, or into the Parishes of *Cardross* and *Row*, both in the said County of *Dumbarton*.

Regulating Junctions with Edinburgh and Glasgow Railway and Caledonian and Dumbartonshire Junction Railway.

XXIV. That the Junctions with the *Edinburgh and Glasgow* Railway and with the *Caledonian and Dumbartonshire Junction* Railway shall be made and completed at the Sight and to the Satisfaction of the respective Engineers for the Time being of the Companies to whom the said Railways belong, and according to Plans to be approved of by such respective Engineers previously to the Commencement of the Works connected with such Junctions, or in case of Difference as the same may be approved by the Railway Department of the Board of Trade or any Engineer to be appointed by them.

Lands and Works of Edinburgh and Glasgow and Caledonian and Dumbartonshire Junction Railway Companies not to be in-

XXV. That, except for the Purpose of making and maintaining the Junctions in the Manner herein-before provided, it shall not be lawful for the Company to enter upon, purchase, or take any Lands belonging to the *Edinburgh and Glasgow* Railway Company or the *Caledonian and Dumbartonshire Junction* Railway Company, or to alter the Lines or Levels of the said Railways, or otherwise interfere therewith, without the Consent of such Companies respectively first had and obtained, which Consent the said Companies are hereby required

terfered with, except for forming Junction.

required to give, subject to the Decision of the Board of Trade, herein-after mentioned; and the Company shall bear all the Expenses of effecting such Junctions as aforesaid, and of maintaining, watching, and working the same, and of the necessary Works for preventing Danger, Inconvenience, or Interruption to the Traffic on the said *Edinburgh and Glasgow* Railway and *Caledonian and Dumbartonshire Junction* Railway, and shall also, at their own sole Costs and Charges, construct and for ever after maintain such and so many Switches, Turntables, Sidings, and other Works and Conveniences as may be necessary or convenient in connexion with the said Junctions, and for preventing any such Danger, Interruption, or Inconvenience to the Traffic of the said *Edinburgh and Glasgow* Railway and *Caledonian and Dumbartonshire Junction* Railway: Provided always, that if any Difference shall arise between the Company and the said *Edinburgh and Glasgow* Railway Company or the said *Caledonian and Dumbartonshire Junction* Railway as to the Nature or Necessity of any such Works as aforesaid, the same shall be referred to Arbitration or to the Decision of the Board of Trade, at the Option of the said *Edinburgh and Glasgow* Railway Company or the said *Caledonian and Dumbartonshire Junction* Railway Company, as the Case may be; provided also, that nothing herein contained shall in any respect alter or affect the Obligation undertaken by the *Edinburgh and Glasgow* Railway Company to maintain, in the Manner provided by this Act, the whole Way, Works, and Stations of the Company.

Certain Roads may be crossed on the Surface.

XXVI. That it shall be lawful for the Company to carry the Railway across the Surface of the Road in the Parish of *Wester* or *Old Kilpatrick* numbered 13 and the Roads in the Parish of *Cardross* numbered 144 and 174 on the said deposited Plans.

Stations or Lodges to be made at level Crossings.

XXVII. That for the Security of the Public the Company shall erect and maintain either a Station or a Lodge at the Place where the Railway shall cross each of the before-mentioned Roads on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain such Stations or Lodges, or appoint a proper Person to watch or superintend the Crossing at such Points or Stations, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds, and also to a daily Penalty not exceeding Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

XXVIII. That

Board of Trade may require Bridges to be erected in lieu of level Crossings.

XXVIII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the Railway hereby authorized to be carried across the said Roads on the Level shall have been completed and opened for public Traffic, to require the Company, within such Time as the Board shall direct, and at the Expense of the Company, to carry any of the herein-before mentioned Roads either over or under the Railway by means of a Bridge or an Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating the Inclinations of certain Roads.

XXIX. That it shall be lawful for the Company to make the Inclinations of the Approaches to the Bridges for carrying the following Roads, numbered on the said deposited Plans as aftermentioned, over or under the Railway not steeper than the following; (that is to say,) the Road numbered 19 in the *Barony* Parish of *Glasgow* and Subdivision Parish of *Maryhill* not steeper than One in Twenty-five, the Road numbered 20 in the Parish of *Easter* or *New Kilpatrick* not steeper than One in Fifteen, the Road or Street numbered 31 in the Parish of *Row* not steeper than One in Fifteen, the Road numbered 73 in the Parish of *Wester* or *Old Kilpatrick* not steeper than One in Seventeen, and the Road numbered 107 in the same Parish not steeper than One in Twelve.

Regulating crossing of Garscube Road.

XXX. That it shall not be lawful for the Company to alter permanently the Line of the Turnpike Road numbered on the said deposited Plan Sixty-five in the *Barony* Parish of *Glasgow* and Subdivision Parish of *Maryhill*, nor to raise or alter the Levels of the said Road to a greater Extent at any Point than Three Feet, and the Inclinations of the said Road where altered by the Company shall not at any Point be steeper than One in One hundred on the South Side and One in Fifty on the North Side of the highest Point to which the said Road may be so raised, and the said Road where so altered shall be at all Points of at least the same Width between the Fences as at present, and the Bridge by which it shall be carried over the Railway shall be at least Forty Feet in clear Width between the Parapets, and the said Road shall, so far as affected by such Alterations, be sufficiently drained by the Company to the Satisfaction of the Surveyor of the said Road and of the Engineer of the Company, or, in case of Difference, of an Oversman to be appointed by them; and, excepting as above provided, the Company shall be subject to the Provisions of the Railways Clauses Consolidation (*Scotland*) Act, 1845, in reference to the said Road.

XXXI. That

Certain Roads or Streets in Helensburgh may be shut up.

XXXI. That it shall be lawful for the Company to shut up the Roads or Streets numbered respectively 19, 23, 26, 36, and 43 on the said deposited Plans, and also the Street or intended Street called *Glenfinlas Street* on the said Plans, all in the Parish of *Row*: Provided always, that Bridges for Foot Passengers, the Plans of which shall be approved of by the said Sir *James Colquhoun* and the said Magistrates and Council of *Helensburgh*, and which shall not be less than Six Feet wide of clear Roadway, shall be erected over the Railway at the said Roads or Streets numbered respectively 19, 23, 26, and 36, and at *Glenfinlas Street* aforesaid, when the same shall be extended beyond the Railway.

Company to construct certain Bridges at Helensburgh.

XXXII. That the Company shall construct a Bridge of Stone, or partly of Stone and partly of Brick, to carry over the Railway the Road marked Number 1 on the said Plan in the Parish of *Row*, when diverted, such as shall be approved of by the Trustees of the said Road; and a Bridge of Stone, or partly of Stone and partly of Brick, or partly of Iron, shall be built over the Railway on the Line of an intended Street to be called *Bell Street*, which Street is intended to pass through the Numbers 15, 16, and 17 on the said Plan in the said Parish, or some of them; and a similar Bridge shall be built over the Railway in the Line of *Charlotte Street*, marked Number 31 on the said Plan in the said Parish; which last Two Bridges shall be each at least Twenty-five Feet wide within the Parapets, and the Approaches thereto shall not be steeper than One in Fifteen nor less steep than One in Twenty.

Limiting Power of taking Rock and other Materials at Helensburgh.

XXXIII. That it shall be lawful for the Company to use, free of Expense, for the Purposes of their Railway, all Rock or other Material that may be cut through or found within a Depth of Six Feet below the Levels shown on the deposited Sections, and in the Line of Railway and Ground to be permanently occupied and paid for by the Company within the Town or Burgh of *Helensburgh*, or Ground belonging to Sir *James Colquhoun* in Property or Superiority, but they shall not sell or dispose of any such Rock or other Material, or use it for any other than their said Railway Purposes.

Sir J. Colquhoun may construct Bridges.

XXXIV. That the said Sir *James Colquhoun* may at any Time and from Time to Time construct, at his own Expense, within the Limits of the said Town or Burgh of *Helensburgh*, such Bridges over the said Railway, for Communication betwixt the different Portions of his Property, as he may find expedient: Provided always, that the said Bridges shall not be less in Span and Height nor less substantially built than the Bridges put up by the Company within the said Town or Burgh under the Powers of this Act, and that the same shall not

in the Construction be inconsistent with the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Company to form and metal certain Roads in Helensburgh, &c.

XXXV. That in lieu and substitution of certain of the Streets in *Helensburgh* intended to be shut up as aforesaid the Company shall form and metal a Carriage Roadway not less than Twelve Feet in Width from the North End of the Approach to the Bridge at the proposed Street called *Bell Street*, which is intended to be formed in Numbers 15, 16, and 17 on the said Plan in the said Parish of *Row*, or some of them, Westward to *Adelaide Street* marked Number 19 on the said Plan, and a similar Road from the Eastern Termination of *King Street*, marked Number $\frac{3}{1}\frac{1}{1}$ on the said Plan, to the said Street called *Adelaide Street*; and the Company shall also be bound, so soon as they shall commence Operations in the Burgh of *Helensburgh*, to advance and pay to the Magistrates and Council thereof the Sum of Two hundred Pounds, to be forthwith applied in repairing and macadamizing the said Street called *King Street*, Eastward from the Street called *Sinclair Street* on the said Plan, to the present Termination of *King Street*.

Provision as to Sewers, &c. interfered with by Railway at Helensburgh.

XXXVI. That the Company shall, in all Streets which may be intersected by the Line of Railway where Common Sewers and Drains have been formed, and which may be interrupted by such Intersection, provide Means for carrying the Sewerage uninterruptedly to the Sea in such Manner as shall be approved of by the Engineer of the Company and the Superintendent of Streets of the said Town or Burgh of *Helensburgh*, or by an Oversman to be appointed by them in case of Difference of Opinion.

Company to form certain Sewers under Railway at Helensburgh.

XXXVII. That the Company shall, while the said Railway is in course of Construction, form and construct, and shall thereafter maintain, within the unfeued Lands belonging to Sir *James Colquhoun* in the Eastern Part of the said Town or Burgh of *Helensburgh*, at least Three Sewers or Drains of the Dimensions of not less than Two Feet Six Inches in Depth by Two Feet Six Inches in Breadth, in, through, or under the Line of the said Railway, in such Situations as may be determined on by the Engineer of the Company and an Architect or Engineer employed by the said Sir *James Colquhoun*, or by an Oversman to be appointed by them in case of Difference of Opinion.

Provision as to carrying Railway through Lands of Lord Blantyre.

XXXVIII. That in order the more conveniently to construct the Railway through the Lands of Lord *Blantyre* the Company shall carry the same across the *Lusset Glen* by means of a Viaduct of not more than Fifty Yards in Length, instead of by an Embankment, as shown on the said deposited Plans, and they shall also carry the Turnpike

Turnpike Road numbered 73 in the Parish of *Wester* or *Old Kilpatrick* under the Railway, and the Road numbered 107 in the said Parish over the Railway, by means of a Bridge at each Place, and not by Crossings on the Level, as shown on the said Plans.

XXXIX. And whereas, pending the passing of this Act as a Bill before Parliament, a certain Memorandum of Agreement, dated the Thirtieth Day of *June* One thousand eight hundred and fifty-five, was entered into between *Walter Buchanan* Esquire on behalf of the Promoters of the said Bill of the one Part, and the Right Honourable *Charles* Lord *Blantyre* on behalf of himself and Lady *Blantyre* of the other Part, for determining the Amount of Compensation to be paid by the Company in respect of the Interference with the Estates of the said Lord and Lady *Blantyre*, and with reference to the Mode of Construction of the Railway through the said Estates: Be it enacted, That the said Agreement shall be as binding on the Company and on the said Lord and Lady *Blantyre* as though the same had been entered into after the passing of this Act, under the Seal of the Company, and in pursuance of the Powers of this Act.

For Protection of Forth and Clyde Canal, and Deviation of Part thereof.

XL. That whereas the Company intend to carry the Railway under the Canal and Lands belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, commonly called the *Forth and Clyde* Canal Company, at a Point near to *Hillend Pend* to the West of *Lambhill Bridge*, and for that Purpose to construct a permanent Deviation of the said Canal and relative Works: It shall not be lawful for the Company to enter upon or interfere with any Part of the Lands, Canal, or other Works belonging to the said Canal Company until they shall have submitted detailed Plans, showing the Manner in which the said Operations are to be executed, to the Superintendent of the said Canal Company, or to an Engineer to be appointed for that Purpose by that Company, nor until the same shall have been approved of in Writing by such Superintendent or Engineer; and it shall not be lawful for the Company to enter upon or interfere with any Part of the said Lands, Canal, or other Works until the said Deviation and relative Works (excepting so much thereof as requires to be executed upon the Lands or Property of the said Canal Company) shall have been completed, at the Sight and to the Satisfaction of the said Superintendent or Engineer, or, failing him, of some other Engineer to be appointed for that Purpose by the said Canal Company; and the said Operations, so far as requiring to be executed upon the Lands or Property of the said Canal Company, shall immediately thereafter be executed and completed with the utmost possible Despatch, at the Sight and to the Satisfaction of the said Superintendent or Engineers as aforesaid, and the whole Expense incurred to such Superintendent or Engineers as aforesaid shall be paid by the Company:

Company: Provided always, that it shall not be lawful for the said Canal Company, or the said Superintendent or Engineers as aforesaid, to cause any unnecessary Delay in the Execution by the Company of the said Operations, in conformity with the Provisions herein contained.

Waterway of Canal to be preserved.

XLI. That the Waterway of the said deviated Line of Canal, and the Banks, Towing-path, and other Works connected therewith, shall, so far as required by the said Canal Company, be equal in Depth, Breadth, and Construction with the Waterway, and Banks, Towing-path, and other Works respectively of that Part of the said Canal for which the same are to be substituted, and shall be capable of conveying and accommodating the Trade of the said Canal as speedily and advantageously as the present Line thereof.

Deviated Line of Canal to belong to Canal Company.

XLII. That the said deviated Line of Canal, and the Banks, Towing-path, and other Works connected therewith, and the Lands occupied thereby and necessary therefor, shall, at the Expense of the Company, be validly and effectually vested in the said Canal Company, and shall form an integral Part of the *Forth and Clyde* Navigation in all Time coming, and the Lands occupied by the present Line of Canal and relative Works shall continue the Property of the said Canal Company: Provided nevertheless, that it shall be lawful for the Company, after the said deviated Line of Canal, and Banks, Towing-path, and other Works connected therewith, shall have been completed in manner provided by this Act, and opened for Traffic, to carry the Railway, in conformity with the Provisions in this Act contained, through such Portion as may be necessary of the Lands now occupied by that Part of the present Line of the said Canal and relative Works for which the said deviated Line is to be substituted, without making any Payment for the said Lands.

Construction of Works at Canal.

XLIII. That the whole of the aforesaid Operations shall be carried on and completed at the sole Risk of the Company, who shall be liable for all Damages occasioned to the said Canal and Works connected therewith, or to the Traders on the Canal, or to the adjoining Country, by or in consequence of such Operations, whensoever such Damages shall occur; and the Portion of the said Canal which shall be so altered and constructed by the Company, and the Works connected therewith, shall be maintained by them in all Time coming in a State of perfect Repair, free from all Leakage.

Damages in case of Obstruction to Boats, &c., on Canal.

XLIV. That if, in consequence of the executing of said Operations, or of the Mode in which the said deviated Line of Canal and relative Works shall be constructed and maintained by the Company, Boats, Barges, or other Vessels shall be prevented from navigating or using the

the same at all Times, as freely and uninterruptedly as at present, then the Company shall pay to the said Canal Company the actual Damage thereby occasioned, or, in lieu thereof, and in the Option of the said Canal Company, as and by way of liquidated and ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment shall continue not exceeding Forty-eight Hours, but if beyond Forty-eight consecutive Hours then the Sum of Ten Pounds for each such Forty-eight Hours, and the Sum of Twenty Pounds for every Hour during which such Impediment shall continue after such First Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, upon Demand being made on the Treasurer or any other Officer of the Company, the said Canal Company may sue for and recover the same, together with full Expenses, against the Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Lanark*, or the same may be recovered in like Manner as other Penalties under this Act.

Remedy in case of Leakage or Disrepair.

XLV. That if there shall be any Leakage in the said Canal where so altered and diverted, or if the same and the Works connected therewith shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of Leakage or Disrepair to the Secretary or any other Officer of the Company, forthwith execute the Operations necessary for the Removal of such Leakage, or for completely repairing the said Portion of the Canal and Works connected therewith, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary, at the Risk of the Company, without Prejudice to the Right of the said Canal Company to recover the Amount of all actual Damages 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 said Canal Company shall be entitled to recover from the Company the Expense of all Operations which may be performed by them in making such Repairs or removing such Leakage; and in default of Payment of such Expense and of such actual or liquidated Damages, the same may be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

Saving Rights of Canal Company.

XLVI. That nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Canal Company, or shall authorize or empower the Company to enter upon or interfere with any Part of the Lands, Canal, or other Works of the said Canal Company, or to alter

alter the Line of the said Canal or Towing-path, except so far as necessary for making the said Deviation in the Manner herein-before provided, or to purchase or take any Lands belonging to the said Canal Company without their previous Consent in Writing, or to alter the Level or reduce the Breadth of the said Canal or Towing-path or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing-path or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal or any Stream or other Supply of Water which is now used or which may be taken for the Use thereof; and it shall not be lawful for the Company to make any lateral Deviation from the Line, or vertical Deviation upward from the Section of the Railway, as delineated on the said deposited Plans, in passing under the said Canal or Deviation thereof, without the previous Consent in Writing of the said Canal Company, nor to leave less than a clear Depth of Ten Feet of Water in the said Canal or Deviation thereof below the Top-water Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the Railway where it shall pass under the said Canal.

Communication of Railway with Canal.

XLVII. That the Company shall, if required, by and at the Expense of the said Canal Company, make and maintain Openings in the Ledges or Flanches of their Rails, and allow of the Junction therewith of a Side Line or Lines leading into any Wharf which may have been or may be formed by the said Canal Company at such Point or Points convenient for the Trade on the said Canal, and in such Manner as shall be determined by the Engineers of the said Two Companies, or in the event of any Difference of Opinion between them by the Sheriff of *Lanarkshire*.

As to Tolls chargeable against Forth and Clyde Canal Traffic.

XLVIII. That the gross Amount of the Tolls, Rates, and Charges of every kind levied in respect of Goods or Minerals of any Description which shall be conveyed to or from the *Forth and Clyde* Canal along any Portion of the Railway, if for a Distance of One Mile or less, shall not at any Time exceed Threepence *per* Ton, and if for a Distance of Six Miles or upwards shall not at any Time exceed the lowest Tolls, Rates, and Charges *per* Mile which shall be levied at the Time in respect of any other Goods or Minerals of a similar Description conveyed along the Railway or any Part thereof for an equal Distance, or (if there be no such similar Traffic so conveyed for an equal Distance) for the most nearly equal Distance that such similar Traffic shall be so conveyed along the Railway or any Part thereof.

XLIX. That

Works within Tideway not to be executed without Consent of Admiralty.

XLIX. That where the Limits of Deviation extend into the Tideway, the Railway and other Works shall not be constructed Seaward of the continuance Centre Line of Way marked on the Plans deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty.

As to Protection of Water Frontages.

L. That the Company shall not, under or by virtue of this Act, become entitled to any exclusive Right of the entire Water Frontage where the Railway or other Work approaches very near to the Shore of the *Firth of Clyde*, or within the Tideway thereof, but only so much of such Frontage as the Company may require for the Purposes of the Railway; and any other Persons, if legally qualified, may, with the previous Consent of the said Lord High Admiral or the said Commissioners, to be signified in Writing under the Hand of the Secretary of the Admiralty, construct Quays, Wharfs, and other Works on the Seaward Side of the Railway.

Access to Shore when Railway runs near thereto.

LI. Where the Railway runs parallel with and near to the Shore, the Company shall make and maintain all such Crossings for Footways and Carriageways over, under, or on a Level with the Railway, to give Access to the Water, as the said Lord High Admiral or the said Commissioners shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty.

Admiralty may order local Survey, at Expense of Company.

LII. That if at any Time it shall be deemed expedient by the said Lord High Admiral or the said Commissioners to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Water falling into Decay may be removed at Expense of Company.

LIII. That if the Railway or Works to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of the Railway or Works which affects or may affect any such Water or River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate and remove the same, or such Part or Parts thereof as he or they may at any Time deem fit and proper, and to restore the Site thereof

thereof to its former Condition, at the Costs and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Lands for extraordinary Purposes.

LIV. That the Company may purchase by Agreement, and hold, any Quantity of Land for the extraordinary Purposes mentioned in the said "Railways Clauses Consolidation (*Scotland*) Act, 1845," not exceeding in the whole Ten Acres.

Power to Parties having limited Interests, &c. to convey Lands by Feu Right.

LV. That all Parties having a limited Right or Interest in any Lands required to be taken for the Purposes of this Act, or being under any Disability or Incapacity to sell or convey, within the Meaning of Section Seven of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," incorporated herewith, and being only entitled to sell or convey such Lands, or any Right or Interest therein, under the Powers by this Act and the said Consolidation Act granted, may sell and convey to the Company such Lands or any Part thereof, or any Right or Interest therein, in consideration of an annual Feu Duty or Ground Annual payable by the Company to such Parties and their Successors in the Lands, or in the Right or Interest therein so conveyed, and that in the Form prescribed by the said Consolidation Act with respect to Conveyances by Feu by Parties entitled absolutely to dispose of Lands.

Grassums not to be taken by such Parties.

LVI. Provided always, That it shall not be lawful for the Company to pay, nor for any Party having a limited Interest in or being under Disability or Incapacity to sell or convey any Lands, or any Right or Interest therein, as aforesaid, to receive or take any Grassum, Fine, or Premium, or any Consideration in the Nature thereof, for the Lands or Rights or Interests to be so conveyed, other than the annual Feu Duties or Ground Annuals made payable by such Conveyance; and the Amount of such Feu Duties or Ground Annuals shall, in case of Difference, be ascertained and settled by Valuators, in the Manner prescribed by the said Consolidation Act with respect to the Valuation of Land sold by Agreement by Parties under legal Disability or Incapacity to convey as aforesaid.

Provision for recovering all Feu Duties.

LVII. That all Feu Duties or Ground Annuals for any Lands, or any Right or Interest therein, required for the Purposes of the Railways or the Works connected therewith, and made payable by any Conveyance under this Act and the said Consolidation Act, shall be a First Charge on the Tolls and Rates leviable under this Act, and other Revenues of the Company, anything in this Act or in any of the Consolidation Acts herewith incorporated to the contrary notwithstanding; and if at any Time any such Feu Duties or Ground Annuals remain unpaid for Thirty Days after they respectively become payable, it shall be lawful to the Person entitled for the

the Time being to Payment of such Feu Duties or Ground Annuals to recover the same from the Company, with Interest and Costs, by Action in the Sheriff Court of the County of *Lanark*, or summarily by Poinding and Sale of the Goods and Effects of the Company, on Application by Petition to the said Sheriff, whose Decision in either Case shall be final, and shall not be subject to Review in any Manner howsoever; and it shall not be lawful for any such Person to resume Possession of the Lands or Rights or Interests therein so conveyed, or to proceed by any Action of Declarator or Reduction, or by Real Diligence, or any other Process whatever, in respect thereto, or in respect to the said Feu Duties or Ground Annuals.

If Lands purchased by way of Feu, Sum to be borrowed to be reduced.

LVIII. That in the event of the Company, under the Powers of this Act or of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," agreeing with any Persons for the Purchase of Land for the Purposes of the Railway in consideration of an annual Feu Duty or Ground Annual, the Sums by this Act authorized to be raised by Mortgage or Bond shall be reduced by an Amount equal to Twenty-five Years Purchase of the Feu Duty or Ground Annual to be thereafter payable by the Company in respect of the Land so purchased.

Powers for compulsory Purchase of Lands limited.

LIX. That 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 Two Years from the passing of this Act.

Period for Completion of Works.

LX. That the Railway hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or the Acts incorporated herewith granted to the Company for executing the Railways or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Tolls.

LXI. That it shall be lawful for the Company to demand and recover any Tolls for the Use of the Railways and Works hereby authorized, not exceeding the following; (that is to say,)

In respect of Goods.

First, in respect of the Tonnage of all Articles, Matters, and Things conveyed in Carriages, Waggons, or Trucks upon the Railway or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in Carriages, Waggons, or Trucks belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Coal, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, or paving, Bricks, Slates, Tiles, Clay, Sand, Ironstone, calcined or raw, 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 One Penny Halfpenny; and if conveyed in Carriages, Waggons, or Trucks belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Threepence; and if conveyed in Carriages, Waggons, or Trucks belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny Halfpenny:

For all Cotton and other Wools, Drugs, Fish, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile Fourpence; and if conveyed in Carriages, Waggons, or Trucks belonging to 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, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and if weighing more than One Ton, Sixpence *per* Mile for the First Ton, and One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile of Sixpence:

In respect of Passengers and Animals.

Second, in respect of Passengers and Animals conveyed in Carriages upon the Railway or any Part thereof, as follows:

For every Person conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of Twopence:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* mile of Twopence.

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny.

LXII. That

Tolls for propelling Power.

LXII. That the Tolls which the Company may demand for the Use of Engines for drawing or propelling Carriages, Waggons, or Trucks shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles of any kind whatever, in addition to the several other Tolls or Sums by this Act authorised to be taken.

Limiting Charges for Conveyance of Passengers.

LXIII. That it shall not be lawful for the Company to demand any greater Sum in respect of the Carriage of Passengers conveyed on the said Railways than Threepence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny *per* Passenger *per* Mile in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and for locomotive Power, and all other Charges incidental to such Conveyance.

Passengers Luggage.

LXIV. That every Passenger travelling upon the said Railways may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight if a First-class Passenger, One hundred Pounds in Weight if a Second-class Passenger, and Sixty Pounds in Weight if a Third-class Passenger, without any Charge being made for the Carriage thereof.

Limited Charges for Passengers not to apply to Special Trains.

LXV. That the Charges herein-before limited in respect of the Carriage of Passengers shall not extend to any Special Train, but shall apply only to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the Company.

Limiting Charges for Conveyance of Goods and Animals.

LXVI. That it shall not be lawful for the Company to demand, in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals, herein-after mentioned, conveyed on the said Railways, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, than the several Sums hereafter mentioned; (that is to say,)

For Dung, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Twopence:

For Coal, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Twopence Halfpenny:

For Sugar, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Threepence:

For Cotton, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Fourpence:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more

more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence, and if weighing more than One Ton Sixpence *per* Mile for the First Ton 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:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Fivepence:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile Twopence:

For every Calf, or other Animal herein-before classed therewith, *per* Mile Three Farthings.

Company may take increased Charges for such Conveyance by Agreement.

LXVII. That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Articles, Matters, or Things, or of Animals, by Agreement with the Owners or Persons in charge thereof, either in respect of the Conveyance thereof (except small Parcels) by Passenger or Special Trains, or by reason of any other special Service performed by the Company in relation thereto.

Tolls for small Parcels and Articles of great Weight.

LXVIII. That with respect to small Parcels (that is to say, Parcels not exceeding Five hundred Pounds in Weight each,) and single Articles of great Weight, the Company may, notwithstanding the other Tolls prescribed by this Act, demand the following Tolls; (that is to say,)

For the Carriage of every Parcel not exceeding Seven Pounds in Weight, Fourpence; exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Eightpence; exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, One Shilling; exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Two Shillings; exceeding Fifty-six Pounds but not exceeding One Hundredweight, Three Shillings; and any Sum not exceeding One Shilling for every Hundredweight beyond One Hundredweight up to Five Hundredweight: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall only apply to single Parcels in separate Packages:

For the Carriage of any One 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 exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they shall think fit, not exceeding One Shilling *per* Ton *per* Mile:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article,

Article, the Weight of which, including the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they shall think fit.

Regulations as to the Tolls.

LXIX. That the following Provisions and Regulations shall be applicable to the fixing of the Tolls, Rates, and Charges hereby granted; (that is to say,)

For Passengers, Animals, Articles, Matters, and Things conveyed on the Railways or any Part thereof for a less Distance than Six Miles the Company may demand Tolls as for Six entire Miles: Provided always, that Traffic passing over any Part of the Railway by this Act authorized and the Portions of the *Edinburgh and Glasgow* Railway between the Junction near *Cowlairs* of the Railway firstly herein-before authorized with the *Edinburgh and Glasgow* Railway and the Stations of *Queen Street* or *Sighthill* in *Glasgow*, or between the said Junction and any other Station in *Glasgow* which the *Edinburgh and Glasgow* Railway Company may hereafter choose to substitute for that at *Queen Street*, in respect of any particular Description of their own Traffic, shall be charged as on One continuous Line:

For a Fraction of a Mile beyond Six Miles or beyond any greater Number of Miles the Company may demand Tolls for such Fraction in respect of Passengers as for an entire Mile, and in respect of Animals, Articles, Matters, and Things in proportion to the Number of Quarters of a Mile contained in such Fraction, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll 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:

With respect to all Articles, Matters, and Things, (except Stone and Timber,) the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beach, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller or greater Quantity.

Edinburgh and Glasgow Railway Company to hold Shares;

LXX. And whereas certain Persons, being the Parties of the First Part to a Subscription Contract dated the Twenty-seventh Day of *December* One thousand eight hundred and fifty-four, and subsequent Dates, entered into pursuant to the Standing Orders of Parliament, for the Purpose of applying for this Act, and to which Contract the

Edinburgh and Glasgow Railway Company are Parties of the Second Part, have collectively subscribed for Eighty thousand Pounds, or Eight thousand Shares, being One Third Part of the Capital proposed to be raised under the Authority of this Act; and by an Agreement made between certain Persons who were the Committee of Management of the Company previous to the Incorporation thereof by this Act and the *Edinburgh and Glasgow* Railway Company, bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and fifty-four, and subsequent Dates, it was agreed, that in case the Authority of Parliament should be obtained for that Purpose the Amount so subscribed for should be assigned to the *Edinburgh and Glasgow* Railway Company, who should and might hold the said Amount, or the Shares representing the same, in perpetuity, with all the ordinary Privileges of Shareholders, except in certain special respects; and it is expedient that Effect should be given to such Agreement by the Authority of Parliament: Be it enacted, That it shall be lawful to the said Parties of the First Part to the said recited Subscription Contract to, and they shall accordingly, on Payment to them of the Amount of Deposit made by them (if any), assign to the *Edinburgh and Glasgow* Railway Company, the Subscription so entered into by them, and all the Benefit thereof, and all Shares in the Company which may be allotted or appropriated to them in respect thereof; and it shall in like Manner be lawful to the said *Edinburgh and Glasgow* Railway Company to, and they shall accordingly, pay to the said Parties the Amount of the Deposit already paid by them (if any), and take and accept such Assignment and any Shares in the Company which may be allotted or appropriated to them in respect of the said Subscription so assigned; and the said Shares shall be held on the Terms and Conditions, and with the Powers, Rights, and Privileges, contained in the said Agreement, except as is herein-after expressly declared.

and such Shares not to be transferable.

LXXI. That the Shares so held by the *Edinburgh and Glasgow* Railway Company shall not be transferable by them.

Payment of Subscription by Edinburgh and Glasgow Railway Company.

LXXII. And with respect to the Payment of Subscriptions by and the Means of enforcing the Payment of Calls against the said *Edinburgh and Glasgow* Railway Company, be it enacted, That so soon as but not until after the other Shareholders in the Company, or some of them, shall have paid upon their Shares a Sum which, with the Deposit previously paid thereon, shall amount in the whole to Fifty thousand Pounds, the *Edinburgh and Glasgow* Railway Company shall pay to the Company One Half of the said Sum of Eighty thousand Pounds, under Deduction of any Deposits previously paid upon the Shares standing in their Names, with Interest at the Rate of Five *per Centum per Annum* on so much of the said Half

as shall correspond to the Calls made upon the other Shareholders from the Date or Dates of such Calls respectively; and that so soon as, but not until after, the other Shareholders in the Company, or some of them, shall have paid upon their Shares a further Sum amounting in the whole to Fifty thousand Pounds, or the Company shall have borrowed such a Sum as, with the Sums paid by the other Shareholders, or some of them, shall together amount to the said further Sum of Fifty thousand Pounds, the *Edinburgh and Glasgow* Railway Company shall pay to the Company the remaining One Half of the said Sum of Eighty thousand Pounds, with Interest at the Rate of Five *per Centum per Annum* on so much of the said Half as shall correspond to the Calls made on the other Shareholders from the Date or Dates of such Calls respectively, and so far as the Sums shall have been borrowed from the Date or Dates of borrowing the same; but in the event of the said Two Payments of Fifty thousand Pounds each by the other Shareholders, or any Part of them, being delayed after the said Payment by the *Edinburgh and Glasgow* Railway Company, a corresponding Interest shall be charged upon the Sum so delayed; and that in each Case a Notice in Writing, signed by the Secretary, requiring the *Edinburgh and Glasgow* Railway Company to pay the Amount so payable by them on a Day therein mentioned, and accompanied by a Certificate under the Hands of Two Directors of the Fact of the other Shareholders having in the aggregate paid up such Amounts as are respectively above mentioned, shall be a sufficient Notice to the *Edinburgh and Glasgow* Railway Company to pay the Amount thereupon becoming payable by them, and be in the Nature of and have the same Effect as a Notice of a Call having been made, and such Amount shall be payable on the Day mentioned in such Notice; and if the *Edinburgh and Glasgow* Railway Company shall not pay the same on or before such Day, they shall be liable to pay Interest thereon as on a Call unpaid, and the Company may sue for and recover the Amount, together with such Interest, in any competent Court, as a Debt due to them, and without averring any special Matter.

Power to Edinburgh and Glasgow Railway Company to create new Capital in their own Undertaking.

LXXIII. That for the Purpose of raising the said Sum of Eighty thousand Pounds it shall be lawful for the *Edinburgh and Glasgow* Railway Company from Time to Time to raise further Capital by the Creation of new Shares in their Undertaking to the Extent in the whole of the said Sum of Eighty thousand Pounds, and from Time to Time, on the raising of the whole or any Portion of such further Capital, to divide the same into Shares of such nominal Value, and to attach to the same such special Privileges and Priorities, by way of Preference, Guarantee, or otherwise, and to distribute the same among such Persons, in such Manner, and upon such Terms and Conditions as shall be determined by the Votes of not less than Three Fifths of the Shareholders of the *Edinburgh and Glasgow* Railway Company

Company present, personally or by Proxy, at a General Meeting specially convened for the Purpose of creating such Shares: Provided always, that any such Privilege or Priority, by way of Preference, Guarantee, or otherwise, so to be granted, shall not exceed the Sum of Five *per Centum per Annum* on the nominal Value of the said Shares.

Saving Rights of Holders of existing Preference Shares of Edinburgh and Glasgow Railway Company.

LXXIV. Provided always, That any Preference or Priority in the Payment of Interest or Dividends which may be assigned to any Shares to be created by the *Edinburgh and Glasgow* Railway Company by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends which may have been assigned to any other Shares which may have been granted by the *Edinburgh and Glasgow* Railway Company in pursuance of or which may have been confirmed by any other Act, or which may otherwise be lawfully subsisting: Provided also, that nothing in this Act contained, or to be done in virtue hereof, shall alter, prejudice, or affect the Rights, Privileges, and Claims of the *Stirling and Dunfermline* Railway Company and of the *Edinburgh and Bathgate* Railway Company, or either of them, under their respective Acts of Parliament or otherwise.

As to Traffic Arrangements between the Company and certain other Companies.

LXXV. And whereas, in contemplation of the Construction and Completion of the Railways hereby authorized, and of the Advantages which would accrue to the Company and the *Edinburgh and Glasgow* Railway Company if the same when completed were used and worked by the last-mentioned Company with their own Engines and Stock, and in further Consideration of the Convenience and Accommodation which would result as well to the Public as to the Two said Companies, and the *Caledonian and Dumbartonshire Junction* Railway Company, if Engagements were also made for the reciprocal Use of the Railways belonging to such last-mentioned Company by the other Two Companies, and of the Railways hereby authorized and of a Part of the *Edinburgh and Glasgow* Railway by the *Caledonian and Dumbartonshire Junction* Railway Company, an Agreement was, on the Twenty-ninth Day of *December* One thousand eight hundred and fifty-four and subsequent Dates, entered into betweeen the said Persons, being the Committee of Management of the Company hereby incorporated before its Incorporation, the *Edinburgh and Glasgow* Railway Company, and the *Caledonian and Dumbartonshire Junction* Railway Company, whereby, subject to the Authority of Parliament, certain Arrangements were agreed on for carrying into effect the Objects last aforesaid, and it is expedient that Effect should be given thereto by this Act: Be it therefore enacted, That the *Edinburgh and Glasgow* Railway Company shall have the Right of using and running Engines and Trains over the Railways of the Company hereby incorporated and over the *Caledonian and Dumbartonshire*

bartonshire Junction Railway, and the *Caledonian and Dumbartonshire Junction* Railway Company shall have the Right of using and running Engines and Trains over the Railways of the Company hereby incorporated, and over the Portions of the *Edinburgh and Glasgow* Railway between the Junction of the Railway firstly herein-before authorized and the Stations of the *Edinburgh and Glasgow* Railway at *Queen Street* in *Glasgow* and at *Sighthill* aforesaid, and between the said Junction and any other Station in *Glasgow* which may be substituted as aforesaid, for the Carriage and Conveyance by such Companies respectively of all Traffic which shall pass to or from one Line over the whole or any Part of any other Line or Lines belonging to the said Companies, herein-after denominated "Through Traffic," in the Manner, to the Extent, and upon the Terms and Conditions provided by the said Agreement; and the said Three Companies shall have Power from Time to Time to make and enter into any Agreements making Provision for the Carriage or Conveyance of such Traffic, and for the Collection and Delivery of the same, and for the keeping of Accounts, and for the Appropriation and Division of the Receipts, and to make any other Agreements for the Conveyance, Interchange, and Accommodation of Traffic; and the said Agreement before recited shall, so far as it makes Provision for the Matters aforesaid, be and is hereby declared to be a good and valid Agreement, and binding upon the Company hereby incorporated, in the Place of the Parties thereto of the First Part, and upon the *Edinburgh and Glasgow* Railway Company and the *Caledonian and Dumbartonshire Junction* Railway Company as Parties thereto.

As to Appointment of Joint Traffic Committee.

LXXVI. That for the Purpose of superintending and regulating such Use of and running over the said respective Lines or Portions of Line above mentioned by the said Companies, and for the general Superintendence, Management, and Regulation of the Through Traffic, there shall be appointed a Committee of Four Persons, to be called "the Joint Committee," which Committee shall be constituted and shall act in the Manner herein-after mentioned; (that is to say,)

At the First Meeting which shall be held after the Payment of One Half of the Capital of the Company incorporated by this Act, as proved by a Certificate which the Secretary of the said Company shall grant and deliver to the *Edinburgh and Glasgow* Railway Company and the *Caledonian and Dumbartonshire Junction* Railway Company, the Board of Directors of the *Edinburgh and Glasgow* Railway Company shall nominate and appoint One Director of their Company; and the Board of Directors of the *Caledonian and Dumbartonshire Junction* Railway Company shall nominate and appoint Two Directors

of their Company, neither of whom shall be a Director of the *Edinburgh and Glasgow* Railway Company, of the Company incorporated by this Act, of the *Caledonian* Railway Company, of the *Forth and Clyde* Railway Company, or of the *Forth and Clyde* Navigation; and the Board of Directors of the Company incorporated by this Act shall nominate and appoint One Director of their Company, who shall not be a Director of the *Edinburgh and Glasgow* Railway Company, of the *Caledonian and Dumbartonshire Junction* Railway Company, of the *Caledonian* Railway Company, of the *Forth and Clyde* Railway Company, or of the *Forth and Clyde* Navigation; and such Four Directors shall form the said Committee:

The Members of the Joint Committee so nominated and appointed shall remain in Office until the First Day of *March* in the following Year, and thereafter until the Appointment of their Successors, as next herein-after provided; and at a Meeting to be held in the said Month of *March*, and in the same Month in each successive Year, the Board of Directors of each of the Three Companies shall nominate and appoint a like Number of Directors of each such Company, not disqualified as aforesaid, to succeed the Members of the Joint Committee then in Office; but the retiring Members, if and so long as they shall continue to be Directors of each such Company, and not disqualified as aforesaid, shall be re-eligible:

The Nomination and Appointment shall be made at Boards specially convened for the Purpose, and by the Majority of the Directors present at such Special Board, but the Members of the Joint Committee for the Time being shall remain in Office until the Appointment of their Successors:

If during the Period for which any Member of the Joint Committee shall have been appointed he shall die, resign, or cease to be a Director of the Company for which he was appointed, or become disqualified, or by reason of Ill-health, or Absence from *Great Britain*, or from any other Cause, shall become and continue to be unable or be unwilling to act, the Board of Directors by whom such Person shall have been appointed shall thereupon appoint another Person in his Place; but the Acts and Proceedings of the Joint Committee shall be valid, notwithstanding any Delay in making such Appointment:

At the First Meeting of the Joint Committee after the first and each successive annual Appointment of the Members thereof, the Members present shall nominate some Person to be Umpire for One Year, to whom shall be referred all Questions which occur during that Year; and in case the Joint Committee shall be equally divided on the Question as to the Appointment of such Umpire, he shall, on the Requisition of any One or more

of

of them, after Notice to the others, be nominated by the Sheriff for the County of *Lanark*:

The Umpire shall decide all Questions that have been referred to him, although the Period for which he was appointed has expired:

Immediately after the first and each successive annual Appointment of the Members of such Joint Committee, and intermediately, in the Case of a Vacancy in the Office of Chairman of such Committee, the Member of the Joint Committee nominated by the *Caledonian and Dumbartonshire Junction* Railway Company who is senior in point of Age, and the Members nominated by the *Edinburgh and Glasgow* Railway Company and by the Company incorporated by this Act, shall by their Votes, or the Vote of a Majority of them, nominate One of the Members of such Joint Committee to be Chairman, and shall also appoint the Clerk or Secretary to the said Committee:

The Meetings of the Joint Committee shall be held in *Glasgow*, and the first and each successive Joint Committee shall at its First Meeting after its Appointment determine the Times and Places of Meeting during the Period for which it shall have been appointed; but a Special Meeting may at any Time be called upon the Requisition of any Member; and all Special Meetings, whether upon such Requisition, or without Requisition, in the Cases provided by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," shall be called by the Clerk or Secretary by Circular, which may be despatched by Post to the Address of the several Members, at least Forty-eight Hours before the Time of meeting:

The Chairman, when present, shall preside at all Meetings of the Joint Committee; and in case of his Absence at the Time appointed for meeting, the Members present may and shall appoint One of their Body to be Chairman for that Occasion: The Chairman shall not have a Casting Vote:

Three shall be a Quorum of the Joint Committee, and the Vote of the Majority of Members present shall be conclusive upon all Questions properly before the Committee, except the Questions as to the Number and Description of the Carriages, Trucks, and Waggons to be run in each Train, the Quantity of Plant to be provided annually by the *Edinburgh and Glasgow* Railway Company, or the Extent to which the Plant of the *Caledonian and Dumbartonshire Junction* Railway Company shall be employed and used in conveying Through Traffic:

Such last-mentioned Questions shall be decided by the Majority of Members present, if such Majority includes the Person nominated by the *Edinburgh and Glasgow* Railway Company, but otherwise it shall be in the Power of such Person to require that the

the same stand referred to and be decided by the Umpire so appointed as aforesaid:

In case of Equality of Voices upon any other Question before the Joint Committee, such Question shall also stand referred to and be decided by the said Umpire:

Minutes of the Proceedings of the Joint Committee shall be entered by the Clerk or Secretary in a Book to be provided for the Purpose, and shall be signed by the Chairman, and the Minutes so signed shall be Evidence of such Proceedings for all Purposes; and the Book in which the same shall be entered shall be open to the Inspection of and may be called for and inspected by the Boards of the Three Companies respectively.

Powers of Joint Committee.

LXXVII. That the Joint Committee shall fix, settle, and regulate the Charges (such Charges not exceeding in any Case the Charges in the Acts authorizing the same respectively) to be made to the Public in respect of all Through Traffic, that is to say, Traffic which shall pass to or from One Line over the whole or any Part of another Line belonging to the *Edinburgh and Glasgow* Railway Company, the *Caledonian and Dumbartonshire Junction* Railway Company, and the Company hereby incorporated, the Hours of Arrival and Departure of the Trains, but so that the same shall not interfere with other ordinary Trains on the *Edinburgh and Glasgow* Railway, the Number and Speed of such Trains, and the Number and Description of the Carriages, Trucks, and Waggons to be run in each Train, and the Hours of Arrival and Departure of Trains for carrying on Local Traffic (in so far as to avoid any Interference thereby with the Through Traffic,) and the Extent to which the Through Trains may be made use of to convey Local Traffic, and the Stations at which they shall stop for that Purpose, and the Quantity of Plant which shall be provided by the *Edinburgh and Glasgow* Railway Company for the working by them of the Traffic of the Company and of the Traffic of the *Caledonian and Dumbartonshire Junction* Railway Company, or some Portion thereof, as herein provided, and the Extent to which and the Hours at which the *Caledonian and Dumbartonshire Junction* Railway Company shall employ and use their Plant in conveying Through Traffic.

Edinburgh and Glasgow Railway Company to work Railways.

LXXVIII. That from and after the opening for Traffic of any Part of the Railways of the Company the *Edinburgh and Glasgow* Railway Company shall work in perpetuity the whole Local Traffic thereon, and the whole Through Traffic passing from any One Line over the whole or any Part of any other Line or Lines belonging to any of the said Three Companies, except in so far as the same shall be carried by the *Caledonian and Dumbartonshire Junction* Railway Company under the Powers above given them to use and run over the

the Railways or Portions of Railways before mentioned, and shall also work so much of the Local Traffic on the *Caledonian and Dumbartonshire Junction* Railway as the Joint Committee shall direct to be carried by Through Trains.

Appointment of Officers connected with Conveyance of Traffic.

LXXIX. That all the Officers, Accountants, Book-keepers, Booking and other Clerks, Servants, Porters, and others, employed at the Stations on the Railways of the Company hereby incorporated, or required for keeping in the Offices of the *Edinburgh and Glasgow* Railway Company at *Glasgow* the Accounts connected with the Traffic conveyed by them, or employed in superintending and directing or actually engaged in conducting such Traffic, shall be appointed and paid by the *Edinburgh and Glasgow* Railway Company, and shall be exclusively under their Control; and the *Caledonian and Dumbartonshire Junction* Railway Company shall in the same Manner have the Appointment and Control of and shall pay all such Persons employed at the Stations on their Railway, or required for the Traffic conveyed thereon; and the Company hereby incorporated shall not interfere in any of such Appointments, but shall have the entire Management of the Capital, Finance, and Directorial Departments of their Undertaking, and the Appointment of all Officers connected therewith.

Edinburgh and Glasgow Railway Company to maintain Railways.

LXXX. That from and after the Date or respective Dates when the Contractors who may be employed in the Construction of the Railways hereby authorized, and the Stations and other Buildings, Works, and Conveniences connected therewith, shall deliver over the same or any Portions thereof (as the Case may be), the *Edinburgh and Glasgow* Railway Company shall and will maintain the same in perpetuity in good and complete Order, which Maintenance shall include, not only the Repairs but the Renewals of any Parts of the Works or the Fittings-up thereof, and any Changes thereon, which may become necessary for preserving the Undertaking in good working Condition.

Company to repay to Edinburgh and Glasgow Railway Company Expense of Maintenance.

LXXXI. That the Company hereby incorporated shall half-yearly repay to the *Edinburgh and Glasgow* Railway Company the Amount of all Outlay paid or incurred by them during the preceding Half Year on or relating to the Maintenance of the said Works, which Amount shall be definitely and finally fixed by a Certificate under the Hand of the Manager for the Time being of the *Edinburgh and Glasgow* Railway Company, unless the Company hereby incorporated, within Two Weeks after the Receipt of a Copy thereof, shall require the same to be settled by Arbitration in the Manner provided by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in which Case the same shall be so settled.

Company may object to proposed Expenditure.

LXXXII. Provided always, That if the Company shall consider any proposed Outlay by the *Edinburgh and Glasgow* Railway Company in the Maintenance, Repair, Renewal, or Change of any of the said Works to be unnecessary or otherwise objectionable, the Necessity or Reasonableness of such Outlay shall also be settled by Arbitration in the Manner aforesaid.

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

LXXXIII. That nothing herein contained shall be held to exempt the Railways hereby authorized to be made from the Provisions of any General Act relating to this Act, or any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Sum deposited pursuant to Standing Orders not to be repaid, except in certain Events.

LXXXIV. That whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Eighteen thousand Pounds, being One Tenth Part of the Amount required to be subscribed in respect of the Railways authorized by this Act, has been deposited in Bank, in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland*, in respect of the Application to Parliament for this Act: Notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Eighteen thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, 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, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of

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the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland:* Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Eighteen thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eighteen thousand Pounds, if the Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth Year of Her present Majesty to the contrary notwithstanding, and the Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Expenses of Act.

LXXXV. That all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and in every way preparatory or incidental thereto, shall be paid by the Company.

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