CHAPTER clxviii.

An Act to authorise the Corporation of the city of Glasgow to construct tramways and street works bridges and sewers to borrow money and for other purposes. A.D. 1914.

[7th August 1914.]

WHEREAS the Corporation of the city of Glasgow (hereinafter referred to as "the Corporation" and "the city" respectively) under and by virtue of the Glasgow Tramways Acts 1905 to 1912 have constructed and maintain tramways in and in the neighbourhood of the city and it is expedient that the Corporation should be empowered to construct and maintain the additional tramways and new roads and street works in connection therewith in this Act described:

And whereas it is expedient and will be of local and public advantage that the Corporation should be empowered to construct the bridges in the city by this Act authorised:

And whereas it is expedient for the purpose of disposing of the sludge at the Dalmarnock sewage purification works that the Corporation should be authorised to lay down in the city a sludge main from such works to their sewage purification works at Shieldhall:

And whereas it is expedient that the further powers in this Act mentioned including power to borrow further moneys should be conferred on the Corporation:

And whereas estimates have been prepared by the Corporation in relation to the following purposes in respect of which they are by this Act authorised to borrow money and such estimates are as follows:—

	£
For the construction and equipment of the tramways by this Act authorised and for the general purposes of the tramway undertaking	785,625

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	£
For the street works by this Act authorised—	
(A) In connection with tramways - -	16,080
(B) In connection with bridges - - -	199,643
For the construction of the bridges by this Act authorised - - - - - -	218,882
For the construction of—	
(A) Sludge main - - - - - -	16,000
(B) Biological filters - - - - -	104,000

And whereas the works included in such estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the principal sheriff-clerks of the counties of Dunbarton Lanark and Renfrew and with the town clerks of the city and of the burghs of Clydebank Coatbridge Milngavie and Rutherglen and such plans sections and books of reference are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

PART I.

PRELIMINARY.

Short title and citations.

1. This Act may be cited as the Glasgow (Tramways Bridges &c.) Act 1914.

This Act and the Glasgow Loans Acts 1883 to 1912 may be cited together as the Glasgow Loans Acts 1883 to 1914.

This Act and the Glasgow Police Acts 1866 to 1912 may be cited together as the Glasgow Police Acts 1866 to 1914.

This Act and the Glasgow Sewage Acts 1891 to 1912 may be cited together as the Glasgow Sewage Acts 1891 to 1914.

This Act and the Glasgow Tramways Acts 1905 to 1912 may be cited together as the Glasgow Tramways Acts 1905 to 1914.

This Act and the Glasgow Corporation Acts 1855 to 1912 and any other Act or Order passed during the present session of Parliament relating to the Corporation may be cited together as the Glasgow Corporation Acts 1855 to 1914.

Act divided into Parts.

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

Part I.—Preliminary.

Part II.—Tramways and street works.

Part III.—Bridges.

Part IV.—Sewage.

Part V.—Lands.

Part VI.—Miscellaneous.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and in those Acts where applied to this Act the expression "the promoters of the undertaking" and "the company" mean respectively the Corporation and the expressions "the railway" and "the undertaking" mean the works by this Act authorised.

Further interpretation.

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

"Act of 1898" means the Glasgow Corporation (Sewage &c.) Act 1898;

"Act of 1907" means the Glasgow Corporation Act 1907;

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

"Corporation" means the Corporation of the city of Glasgow;

"Intended tramways" means the tramways by this Act authorised;

"Order of 1905" means the Glasgow Corporation (Tramways Consolidation) Order 1905;

"Sheriff" means the sheriff of the county of Lanark unless otherwise specifically prescribed;

"Sewage Acts" means the Glasgow Sewage Acts 1891 to 1912;

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"Tramways Acts" means the Glasgow Tramways Acts 1905 to 1912;

"Trustees" means the trustees of the Clyde Navigation.

Incorporation of Acts.

5. The following Acts so far as they are applicable to the purposes of and are not inconsistent with this Act are hereby (except where expressly varied by this Act) incorporated with this Act:—

(1) The Lands Clauses Acts (except section 120 of the Lands Clauses Consolidation (Scotland) Act 1845):

(2) The Railways Clauses Consolidation (Scotland) Act 1845.

PART II.

TRAMWAYS AND STREET WORKS.

New tramways.

6. Subject to the provisions of this Act the Corporation may make form lay down renew work use and maintain the tramways hereinafter in this section described in the lines and according to the levels shown on the deposited plans and sections with all necessary and proper rails chairs plates sleepers channels wires poles posts conduits section boxes tubes ropes engines engine-houses subways manholes shafts junctions sidings cross-overs passing places points turntables turnouts weighbridges stables carriage-houses offices carriages sheds buildings warehouses shelters waiting rooms works and conveniences connected therewith or for the purposes thereof Provided that nothing in this Part of this Act shall authorise any interference with electric lines and works of any undertakers within the meaning of the Electric Lighting Acts 1882 to 1909 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

The tramways hereinbefore in this section referred to and by this Part of this Act authorised are—

Tramway No. 1 1 mile 7 furlongs or thereabouts in length commencing in Stonelaw Road in the burgh and parish of Rutherglen and the county of Lanark by a junction with the existing tramways in that road at a point 52 yards or thereabouts south-eastwards from the intersection of that road with Highburgh Drive thence passing southward

along that road and turning into and passing along East Kilbride Road to and along Carmunnock Road and terminating in that road in the parish of Carmunnock and the county of Lanark at a point 2 yards or thereabouts south-westwards from the east entrance to Cathkin Braes Park:

Tramway No. 2 1 mile 5 furlongs 0·9 chain or thereabouts in length wholly in the parish of Cathcart commencing in Clarkston Road in the city and the county of Lanark by a junction with the existing tramways in that road at a point 13 yards or thereabouts northwards from the intersection of that road with Cecil Avenue thence passing along Clarkston Road and terminating in that road in the county of Renfrew at the intersection of that road with Mearns Road:

Tramway No. 3 1 mile 2 furlongs 2·70 chains or thereabouts in length wholly in the parish of Govan and the city and the county of Lanark commencing in Govan Road by a junction with the existing tramways in that road at a point 13 yards or thereabouts eastwards from the intersection of that road and White Street passing thence westwards along Govan Road thence turning into and passing along White Street Langlands Road Elder Street Crossloan Road Craigton Road and Paisley Road and terminating in the last-mentioned road by a junction with the existing tramways in that road at a point 14 yards or thereabouts eastwards from the intersection of Craigton Road and Paisley Road:

Tramway No. 4 4·69 chains or thereabouts in length wholly in the parish of Old Kilpatrick and burgh of Clydebank and the county of Dunbarton commencing in the Glasgow and Dumbarton Road by a junction with the existing tramways in that road at a point 28 yards or thereabouts westwards from the intersection of that road with the road leading to the North British Railway Station thence passing along the Glasgow and Dumbarton Road and across the bridge carrying that road over the Forth and Clyde Canal and terminating in that road by a junction with the existing tramways at a point 8 yards or thereabouts eastwards from the intersection of that road with Park Road:

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Tramway No. 5 4 furlongs 4·54 chains or thereabouts in length wholly in the parish of Old Kilpatrick and burgh of Clydebank and the county of Dunbarton commencing in the Glasgow and Dumbarton Road by a junction with the existing tramways in that road at a point 15 yards or thereabouts south-eastwards from the intersection of that road with Kilbowie Road thence turning into and passing along Kilbowie Road and terminating in that road at a point 7 yards or thereabouts southwards from the intersection of that road with Second Avenue:

Tramway No. 6 1·17 chains or thereabouts in length wholly in the parish of Old Kilpatrick and burgh of Clydebank and the county of Dunbarton commencing in the Glasgow and Dumbarton Road by a junction with the existing tramways in that road at a point 25 yards or thereabouts north-westwards from the intersection of that road with Kilbowie Road thence turning into and terminating in Kilbowie Road by a junction with the proposed Tramway No. 5 hereinbefore described at a point 25 yards or thereabouts northwards from the intersection of that road with the Glasgow and Dumbarton Road:

Tramway No. 7 1 mile 4 furlongs 6·64 chains or thereabouts in length wholly in the parish of Old Kilpatrick and the county of Dunbarton commencing in Kilbowie Road in the burgh of Clydebank by a junction with the termination of Tramway No. 5 above described thence passing along that road Hardgate Road and Duntocher Road and terminating in the last-mentioned road outside that burgh at a point 5 yards or thereabouts eastwards from the intersection of that road with Kilbowie Road:

Tramway No. 8 1 mile 5 furlongs 7·20 chains or thereabouts in length commencing in Great Western Road in the parish of Govan and the city and the county of Lanark by a junction with the existing tramways in that road at a point 36 yards or thereabouts eastwards from the intersection of that road with Crow Road thence passing along Great Western Road and Anniesland Road and terminating in Dumbarton Road in the parish of Renfrew and county of Renfrew by a junction with the existing tramways in that road at a point 19 yards or thereabouts westwards from the intersection of that road with Anniesland Road:

Tramway No. 9 2 furlongs 8·91 chains or thereabouts in length wholly in the city and the county of Lanark commencing in the parish of Govan in Great Western Road by a junction with the proposed Tramway No. 8 hereinbefore described at a point 21 yards or thereabouts eastwards from the intersection of that road with Crow Road thence turning into and passing along Crow Road and terminating in the parish of New Kilpatrick in Crow Road at a point 3 yards or thereabouts south-westwards from the intersection of that road with Netherton Street:

Tramway No. 10 2·28 chains or thereabouts in length wholly in the city and parish of Govan and the county of Lanark commencing in Crow Road by a junction with the existing tramways in that road at a point 32 yards or thereabouts southwards from the intersection of that road with Great Western Road thence passing along Crow Road across Great Western Road and terminating in Crow Road by a junction with the proposed Tramway No. 9 hereinbefore described at a point 19 yards or thereabouts northward from the intersection of that road with Great Western Road:

Tramway No. 11 3 furlongs 2·74 chains or thereabouts in length commencing in Canniesburn Road in the parish of Glasgow in the city and the county of Lanark by a junction with the existing tramways in that road at a point 100 yards or thereabouts southwards from the centre of the River Kelvin thence passing along Canniesburn Road and terminating in that road in the parish of New Kilpatrick and the county of Dunbarton at a point 140 yards or thereabouts eastwards from the intersection of that road with Crow Road:

Tramway No. 12 1 furlong 6·89 chains or thereabouts in length wholly in the parish of New Kilpatrick and the county of Dunbarton commencing in Canniesburn Road by a junction with the termination of the proposed Tramway No. 11 hereinbefore described thence passing along that road and the Milngavie or Balfron Road and terminating in that road by a junction with the proposed Tramway No. 14 hereinafter described at a point 293 yards or thereabouts north-eastwards from the intersection of that road with Canniesburn Road measured along the Milngavie or Balfron Road:

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Tramway No. 13 1 furlong 2·09 chains or thereabouts in length wholly in the parish of New Kilpatrick and the county of Dunbarton commencing in Canniesburn Road by a junction with the termination of the proposed Tramway No. 11 hereinbefore described thence turning into and passing along the new road Street Work No. 5 by this Act authorised thence turning into and terminating in the Milngavie or Balfron Road at the termination of the proposed Tramway No. 12 hereinbefore described:

Tramway No. 14 2 miles 7 furlongs 5·94 chains or thereabouts in length wholly in the parish of New Kilpatrick and the county of Dunbarton commencing at the termination of the proposed Tramways Nos. 12 and 13 hereinbefore described thence passing along the Milngavie or Balfron Road Main Street Douglas Street Station Road the Milngavie or Balfron Road and terminating in that road in the burgh of Milngavie at a point 10 yards or thereabouts westwards from the intersection of that road with the road leading to Barloch Farm:

Tramway No. 15 7 furlongs 5·9 chains or thereabouts in length wholly in the city and the county of Lanark commencing in the parish of Govan in Great Western Road by a junction with the existing tramways in that road at a point 55 yards or thereabouts south-eastwards from the intersection of that road with Byres Road thence turning into and passing along Hamilton Drive the proposed new street and bridge being Street Work No. 8 and Bridge No. 3 by this Act authorised Queen Margaret Drive Kelbourne Street Albany Street Percy Street and Garrioch Road and terminating in the parish of Glasgow in Gairbraid Street by a junction with the existing tramways in that street at a point 12 yards or thereabouts north-westwards from the intersection of that street with Garrioch Road:

Tramway No. 17 4 furlongs or thereabouts in length wholly in the parish of Glasgow and the city and the county of Lanark commencing in Springburn Road by a junction with the existing tramways in that road at a point 10 yards or thereabouts southwards from the intersection of that road with Avenue Road thence turning into and passing along the last-mentioned road a proposed new street from Avenue Road to McFarlane Street

McFarlane Street and Broomfield Road and terminating in Broomfield Road at a point 130 yards or thereabouts westwards from the intersection of McFarlane Street with Broomfield Road:

Tramway No. 18 1 mile 2 furlongs 2·82 chains or thereabouts in length wholly in the parish of Glasgow and the county of Lanark commencing in Cumbernauld Road in the city by a junction with the existing tramways in that road at a point 20 yards or thereabouts south-westwards from the intersection of that road with the north entrance to Barlinnie Prison thence passing along that road and terminating in that road outside the city at a point 15 yards or thereabouts south-westwards from the intersection of Avenue End Road with that road:

Tramway No. 19 2 miles 3 furlongs 5·00 chains or thereabouts in length wholly in the parish of Old Monkland and the county of Lanark commencing in Main Street Baillieston by a junction with the existing tramways in that street at a point 76 yards or thereabouts north-eastwards from the intersection of that street with Dyke Street Baillieston thence passing along that street Coatbridge Road and Bank Street Coatbridge and terminating in that street in the burgh of Coatbridge by a junction with the existing tramways of the Airdrie and Coatbridge Tramways Company at a point 36 yards or thereabouts south-westwards from the intersection of that street with Woodside Street:

Tramway No. 20 1 mile 1 furlong 3·13 chains or thereabouts in length wholly in the parish of Glasgow and the city and the county of Lanark commencing in Garngad Road by a junction with the existing tramways in that road at a point 10 yards or thereabouts south-westwards from the intersection of that road with Blochairn Road thence passing along and terminating in Garngad Road at a point 6 yards or thereabouts westwards from the intersection of that road with Provanmill Road:

Tramway No. 21 3 furlongs 3·80 chains or thereabouts in length wholly in the parish of Glasgow and the city and the county of Lanark commencing in Cowcaddens Street by a junction with the existing tramways in that

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street at a point 13 yards or thereabouts north-westwards from the intersection of that street with Hope Street thence turning into and passing along Hope Street and terminating by a junction with the existing tramways in that street at a point 21 yards or thereabouts south-westwards from the intersection of that street with Bothwell Street:

Tramway No. 22 3 furlongs 3·30 chains or thereabouts in length wholly in the city and the county of Lanark commencing in the parish of Glasgow in Hope Street by a junction with the existing tramways in that street at a point 24 yards or thereabouts north-eastwards from the intersection of that street with Argyle Street thence turning into and crossing Argyle Street thence into and passing along Oswald Street the proposed new bridge No. 1 by this Act authorised over the River Clyde and Commerce Street thence turning into and terminating in the parish of Govan in Nelson Street by a junction with the existing tramways in that street at a point 16 yards or thereabouts westwards from the intersection of that street with Commerce Street:

Tramway No. 23 6·00 chains or thereabouts in length wholly in the parish of Govan and the city and the county of Lanark commencing in Commerce Street by a junction with the proposed Tramway No. 22 hereinbefore described at a point 13 yards or thereabouts north-eastwards from the intersection of that street with King Street thence turning into and passing along King Street and terminating in Bridge Street by a junction with the existing tramways in Bridge Street at a point 16 yards or thereabouts south-westwards from the intersection of that street with King Street:

Tramway No. 24 2 furlongs 0·9 chain or thereabouts in length wholly in the city and parish of Govan and the county of Lanark commencing in Paisley Road by a junction with the existing tramways in that road at a point 20 yards or thereabouts eastwards from the intersection of that road with Broomloan Road thence turning into and passing along Broomloan Road and terminating in that road at a point 58 yards or thereabouts northwards from the intersection of that road with Edmiston Drive;

Tramway No. 25 7 chains or thereabouts in length wholly in the city and parish of Glasgow and the county of Lanark commencing in North Street by a junction with the existing tramways in that street at a point 14 yards or thereabouts northwards from the intersection of that street with Kent Road thence turning into and passing along Kent Road and terminating in that road at a point 6 yards or thereabouts eastwards from the intersection of that road with Granville Street West:

Tramway No. 26 3·22 chains or thereabouts in length wholly in the city and parish of Glasgow and the county of Lanark commencing in Springburn Road by a junction with the existing tramways in that road at a point 12 yards or thereabouts southwards from the intersection of that road with Elmvale Street thence turning into and passing along that street and terminating in that street at a point 60 yards or thereabouts north-westwards from the intersection of that street with Springburn Road:

Tramway No. 27 8 chains or thereabouts in length wholly in the city and parish of Glasgow and the county of Lanark commencing in George Square by a junction with the existing tramways on the south side of that square at a point 15 yards or thereabouts westwards from the intersection of Cochrane Street with South Frederick Street thence passing along Cochrane Street and terminating in that street at a point 58 yards or thereabouts eastwards from the intersection of that street with John Street:

Tramway No. 28 1 chain or thereabouts in length wholly in the city and parish of Glasgow and the county of Lanark commencing in South Frederick Street by a junction with the existing tramways in that street at a point 14 yards or thereabouts southwards from the intersection of that street with Cochrane Street thence turning into and terminating in that street by a junction with the proposed Tramway No. 27 hereinbefore described at a point 14 yards or thereabouts eastwards from the intersection of that street with South Frederick Street.

The intended tramways which shall be laid as double lines (except 1·21 chains or thereabouts of Tramway No. 25 which will be single line between North Street and Cleveland Lane

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and again between Cleveland Street and Granville Street West) will be situate in the parishes of Rutherglen Cambuslang Carmunnock Cathcart Govan Old Kilpatrick Renfrew New Kilpatrick Glasgow and Old Monkland the City the burghs of Rutherglen Clydebank Milngavie and Coatbridge and the counties of Lanark Renfrew and Dunbarton.

For protection of Clydebank Council.

7. Whereas by the Clydebank Burgh Tramways Order 1901 (in this section referred to as "the Order of 1901") powers were conferred upon the provost magistrates and councillors of the burgh of Clydebank (in this section called "the Clydebank Council") for the construction and working of tramways within the burgh of Clydebank and those powers were transferred to the Corporation by an agreement made between the Clydebank Council and the Corporation and dated the nineteenth September and second October one thousand nine hundred and two (in this section referred to as "the agreement of 1902") which agreement is set out in the Seventh Schedule to and is confirmed by the Order of 1905 And whereas certain of the tramways authorised by the Order of 1901 have not been constructed but certain of the tramways by this Act authorised being Tramways Nos. 4 and 6 and part of Tramway No. 5 are coincident with the Tramways Nos. 1 3 and 4 authorised by the Order of 1901 And whereas the Corporation are authorised by this Part of this Act to construct a tramway (being Tramway No. 7) partially within the burgh of Clydebank Now therefore be it enacted:—

(1) So far as applicable the provisions of the Order of 1901 and of the agreement of 1902 shall extend and apply to the tramways by this Part of this Act authorised hereinafter in this subsection mentioned to the same extent and effect as if they had been authorised by and completed under the Order of 1901 (that is to say):—

(A) The said Tramways Nos. 4 and 6 and the said portion of Tramway No. 5; and

(B) The remainder of Tramway No. 5 and so much of Tramway No. 7 as is situate in the burgh of Clydebank (which portions of Tramways Nos. 5 and 7 are in this section referred to as "the additional line of tramways"):

(2) The agreement of 1902 in its application to the additional line of tramways shall be read and have effect as if the following article were inserted in the agreement in lieu of Article 4 thereof (that is to say):—

The Clydebank Council shall within six months after the expiry of forty-two years from the fifteenth day of May one thousand nine hundred and fourteen and within six months after the expiry of every subsequent period of seven years have the option to take over subject to the provisions of the Tramways Act 1870 the additional line of tramways and all lands buildings works lines bridges electrical equipment plant &c. suitable to and used for the purposes of the additional line of tramways at a valuation in terms of section 43 of the Tramways Act 1870 but exclusive of any allowance for goodwill:

(3) In the event of the Clydebank Council giving notice to the Corporation in one thousand nine hundred and forty-five or at any subsequent date at which they are entitled to give notice in pursuance of the agreement of 1902 of their intention to take over the tramways transferred to the Corporation by the agreement of 1902 and the said Tramways Nos. 4 and 6 and the said portion of Tramway No. 5 coincident with the Tramway No. 3 authorised by the Order of 1901—

(A) The Clydebank Council shall be bound to take over at the same time the additional line of tramways;

(B) The price to be paid by the Clydebank Council for the additional line of tramways shall be such sum as the same may be valued at in terms of subsection (2) of this section with the addition of a sum in respect of the eleven years being the unexpired portion of the forty-two years referred to in subsection (2) of this section; and

(c) Such additional sum shall be calculated on the basis of the additional line of tramways forming

part of the Clydebank Council's tramway system and without reference to the additional line of tramways being part of the Corporation's through system of tramways or to its ultimate terminus.

For protection of Airdrie and Coatbridge Tramways Company.

8. Notwithstanding anything contained in this Part of this Act or shown on the deposited plans and sections the Corporation shall not under the powers conferred upon them by this Part of this Act form any junction between Tramway No. 19 and the tramways of the Airdrie and Coatbridge Tramways Company (in this section referred to as "the company") or otherwise interfere with the same or for the purposes of any such junction interfere with so much of any road as is repairable by the Company except in such manner and upon such terms and conditions as may previously be agreed upon in writing between the Corporation and the company or as failing agreement may be determined by arbitration.

For protection of Coatbridge and Airdrie Electric Supply Company.

9. The following provisions for the protection of the Coatbridge and Airdrie Electric Supply Company Limited (in this section called "the electric supply company") shall apply and have effect:—

(1) The Corporation shall at the point where Tramway No. 19 by this Part of this Act authorised crosses the boundary of the burgh of Coatbridge instal or cause to be installed a reverse current circuit breaker arranged to prevent electric current being transmitted to the tramway system in the burghs of Coatbridge and Airdrie:

(2) The powers conferred on the Corporation by the section of this Part of this Act whereof the marginal note is "Running powers over portion of tramways of Airdrie and Coatbridge Tramways Company" shall not entitle the Corporation to supply electrical energy directly or indirectly to the said tramways company and nothing in the said section contained shall prejudice or affect the terms and conditions of an agreement made the twenty-second day of May one thousand nine hundred and three between the Scottish House to House Electricity Company Limited (to whom the electric supply company are successors) and the Airdrie and Coatbridge Tramways Company

but the said agreement shall remain and be of full force and effect according to the true intent and meaning thereof.

For protection of Glasgow School Board.

10. Notwithstanding anything in this Act contained or shown on the deposited plans the Corporation shall not without the consent in writing of the School Board of Glasgow construct so much of Tramway No. 15 by this Part of this Act authorised as is situated in Percy Street.

Street works.

11. Subject to the provisions of this Act the Corporation may make in the lines and according to the levels shown on the deposited plans and sections the new streets roads street works widenings and alteration of line and levels of roads hereinafter in this section described and hereinafter referred to as "street works" with all necessary roads approaches embankments walls junctions works and conveniences connected therewith The street works hereinbefore referred to are—

Street Work No. 1 An alteration of the levels of Stonelaw Road and East Kilbride Road commencing in the burgh of Rutherglen parish of Rutherglen and the county of Lanark at a point in Stonelaw Road 22 yards or thereabouts northwards from the north side of the bridge carrying the Lanarkshire and Ayrshire Railway over that road and terminating in the parish of Cambuslang and the county of Lanark in East Kilbride Road at a point 54 yards or thereabouts measured in a southerly and easterly direction from the south face of the said bridge:

Street Work No. 2 An alteration of the levels of Burnside Road wholly in the county of Lanark and partly in the parish of Rutherglen and partly in the parish of Cambuslang commencing at the intersection of that road with East Kilbride Road and terminating at a point in Burnside Road 19 yards or thereabouts from the point of commencement:

Street Work No. 3 A widening diversion and straightening of Clarkston Road wholly in the parish of Cathcart and county of Renfrew commencing at a point 5 furlongs 2·65 chains or thereabouts from the commencement of the proposed Tramway No. 2 hereinbefore described and terminating at a point 29 yards or thereabouts northward

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from the centre of the bridge carrying Clarkston Road over the Caledonian Railway (Busby Branch):

Street Work No. 4 A widening wholly in the parish of Govan and the city and the county of Lanark of Craigton Road and the bridge carrying that road over the Glasgow and Paisley Joint Railway on both sides thereof commencing at a point 30 yards or thereabouts south-eastwards of the junction of that road with Barfillan Drive and terminating at a point 121 yards or thereabouts measured in a north-north-easterly direction from the point of commencement:

Street Work No. 5 A new road wholly in the parish of New Kilpatrick and the county of Dunbarton commencing by a junction with Canniesburn Road at a point 140 yards or thereabouts eastwards from the intersection of that road with Crow Road and terminating by a junction with the Milngavie or Balfron Road at a point 293 yards or thereabouts north-eastwards from the intersection of Canniesburn Road with the Milngavie or Balfron Road measured along the last-mentioned road:

Street Work No. 6 An alteration of the levels of Coatbridge Road wholly in the parish of Old Monkland and the county of Lanark commencing at a point 21 yards or thereabouts westwards from the west face of the bridge carrying the mineral railway (disused) over that road and terminating in that road at a point 58 yards or thereabouts eastwards from the east face of the said bridge:

Street Work No. 7 An alteration of the levels of Coatbridge Road wholly in the parish of Old Monkland and the county of Lanark commencing at a point 25 yards or thereabouts westwards from the west face of the bridge carrying the Caledonian Railway Drumpellier Branch (disused) over that road and terminating in that road at a point 60 yards or thereabouts eastwards from the east face of the said bridge:

Street Work No. 8 A new street wholly in the city the parish of Govan and the county of Lanark commencing by a junction with Hamilton Drive at a point 70 feet or thereabouts west of the junction of Buckingham Street with Hamilton Drive and terminating on the south-west

bank of the river Kelvin at a point 127 yards or thereabouts measured in a north-westerly direction along that bank of that river from the north-western side of Queen Margaret Bridge:

Street Work No. 9 A widening wholly in the city the parish of Govan and the county of Lanark of Hamilton Drive on the north-west side thereof commencing at the junction of Hamilton Drive with Great Western Road and terminating in Hamilton Drive at a point 50 yards or thereabouts east of the junction of Buckingham Street with Hamilton Drive:

Street Work No. 10 A widening wholly in the city the parish of Govan and the county of Lanark of Great Western Road and Hamilton Drive at the junction of that road with that Drive commencing in Great Western Road at a point 50 yards or thereabouts south-eastwards from the junction of the said road with the said Drive and terminating in Hamilton Drive at a point 50 yards or thereabouts north-eastwards from the said junction of Great Western Road with Hamilton Drive:

Street Work No. 11 An alteration of the levels of the street leading from Great Western Road to Buckingham Terrace situate wholly in the city the parish of Govan and the county of Lanark commencing at a point in that street 42 yards or thereabouts south-east of the junction of Great Western Road with Hamilon Drive and terminating at a point in the said street 42 yards or thereabouts south-eastwards from the point of commencement:

Street Work No. 12 A widening wholly in the city the parish of Glasgow and the county of Lanark of Oswald Street commencing in Argyle Street at a point 47 feet or thereabouts measured in an easterly direction from the north-east corner of Oswald Street at Argyle Street and terminating in the Broomielaw at a point 25 feet or thereabouts measured in an easterly direction from the south-east corner of Oswald Street at the Broomielaw:

Street Work No. 13 A widening wholly in the city the parish of Glasgow and the county of Lanark of the south-west corner of Hope Street commencing at a point in Hope Street 116 feet or thereabouts north of the

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intersection of the west line of building in Hope Street and the north line of building in Argyle Street and terminating at a point in Argyle Street 25 feet or thereabouts measured in a westerly direction from the said point of intersection of the said lines of building.

The street works will be situate in or pass from through or into the parishes of Glasgow Govan Cathcart Cambuslang Rutherglen New Kilpatrick and Old Monkland and the counties of Lanark Renfrew and Dunbarton.

For protection of Glasgow and Paisley Joint Line.

12. Notwithstanding the powers of lateral and vertical deviation and any other powers contained in this Act in constructing Tramways Nos. 3 and 24 and also Street Work No. 4 where and in so far as the same interfere with or affect the railway known as the Glasgow and Paisley Joint Line (in this section called "the joint line") or any bridges works or lands belonging jointly to the Caledonian Railway Company and the Glasgow and South Western Railway Company joint owners of the joint line (in this section called "the two companies") and under the management of the Glasgow and Paisley Joint Line Committee (in this section called "the joint line committee") the following provisions shall unless otherwise agreed between the Corporation and the joint line committee apply and have effect (that is to say):—

(1) The Corporation shall not temporarily or permanently enter upon or interfere with the joint line or any of the bridges works or lands of the two companies or execute any works in connection with Tramways Nos. 3 and 24 and Street Work No. 4 by this Act authorised which in any way interfere with or affect the same until the Corporation shall have delivered to the joint line committee plans sections working drawings and specifications of such tramways and street works or until such plans sections working drawings and specifications shall have been approved in writing by the principal engineer of the joint line committee or in the event of his failure so to do for twenty-eight days after delivery of such plans sections working drawings and specifications until the same shall have been settled by the arbiter to be appointed as hereinafter provided and all the

said tramways and street works shall be executed by the Corporation at their sole expense in all things according to such approved plans sections working drawings and specifications and to the reasonable satisfaction of the said engineer of the joint line committee or in case of difference of the arbiter to be appointed as hereinafter provided and the joint line committee shall afford the Corporation all reasonable facilities in the execution of the said tramways and street works:

(2) The Corporation shall notwithstanding anything shown on the deposited plans and sections in the construction of Tramway No. 3 and Street Work No. 4 (being a widening of Craigton Road and the bridge carrying that road over the joint line on both sides thereof) further lengthen and extend the said bridge on the north and south sides thereof so as to admit of the two companies and the joint line committee hereafter forming and maintaining as they may elect to do an additional line or two additional lines of rails on either side of the joint line and the said lengthening and extension of the said bridge shall be shown on the said plans sections working drawings and specifications to be approved of in writing by the principal engineer of the joint line committee or settled by the arbiter to be appointed as hereinafter provided and the said lengthened and extended bridge shall be executed by the Corporation at their sole expense in all things according to such approved plans sections working drawings and specifications and to the reasonable satisfaction of the said engineer of the joint line committee or in case of difference of the arbiter to be appointed as hereinafter provided:

(3) The engineer of the joint line committee and any person authorised by him shall at all times have free access to the said tramways and street works (including the said lengthening and extension of the said bridge as aforesaid) and every facility shall be afforded to them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Corporation:

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(4) The fact that any of the operations of the Corporation have been done or executed in accordance with any plan approved or not objected to by the engineer of the joint line committee or with any requirement or under the superintendence of the engineer of the joint line committee shall not excuse the Corporation from any liability for damage caused to the joint line or affect any claim by the joint line committee for injury caused to the joint line:

(5) In constructing the tramways and street works (including as aforesaid) the Corporation shall not temporarily or permanently alter the lines or levels of the joint line and shall not obstruct or interfere with the traffic passing along the joint line and if by reason of any works or operations of the Corporation there shall be any obstruction or interference with the joint line so as to impede or prevent the convenient passage of engines carriages and wagons along the same the Corporation shall pay to the joint line committee all loss they may sustain thereby which may be recovered together with full costs:

(6) The Corporation shall at their own expense construct alter renew repair and maintain the said tramways and street works (including as aforesaid) to the reasonable satisfaction of the engineer of the joint line committee and if any loss or damage or expense should be sustained or incurred by the joint line committee in consequence of the said tramways and street works (including as aforesaid) or by reason of the failure of any of the said tramways and street works or of any act default or omission of the Corporation or of any persons in their employ or of their contractors or otherwise the Corporation shall pay to the joint line committee full compensation in respect thereof which may be recovered together with reasonable costs and the joint line committee may if they think fit themselves make good any such injury or damage and recover the amount reasonably expended in so doing from the Corporation:

(7) Should it be necessary in consequence of the carrying out of the said tramways and street works (including

as aforesaid) by the Corporation for the joint line committee permanently or at the request of the Corporation temporarily to alter or to remove any signalling cabins signalling apparatus telegraph or telephone posts and wires or any of them on or connected with the joint line at or near to the said tramways and street works (including as aforesaid) the Corporation shall bear and on demand pay to the joint line committee the expenses of and connected with such alterations and removals and of restoring the same or substituting signalling cabins signalling apparatus telegraph or telephone posts and wires therefor:

(8) The Corporation shall bear and on demand shall pay to the joint line committee the reasonable expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the construction alteration removal repair and maintenance of the said tramways and street works (including as aforesaid) and for preventing as far as may be all interference obstruction danger and accident likely to arise from any of the operations of the Corporation or from the acts or defaults of their contractors or of any person in their employ or otherwise:

(9) The Corporation shall not (except with the previous consent of the two companies) acquire any absolute property in any lands of the two companies but only a wayleave and the right servitude or privilege under the Lands Clauses Acts and subject to the provisions thereof of making and maintaining the said tramways and street works (including as aforesaid) over so much of the said lands as may be required therefor:

(10) The provisions contained in the Order of 1905 for the protection of railway and canal companies except to the extent that the same are inconsistent with and modified by this section are incorporated with and shall form and be read and construed as part of this section:

(11) If any difference shall arise between the joint line committee and the Corporation respecting the matters

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and provisions aforesaid or any of them such difference shall be settled by an arbiter to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade.

For protection of University Court of University of Glasgow.

13. For the protection of the University Court of the University of Glasgow (in this section called "the university") the following provisions shall unless otherwise agreed in writing between the Corporation and the university apply and have effect (that is to say):—

(1) The sections of this Act of which the marginal notes are respectively "Compensation to be settled by single arbiter" and "Costs of arbitration in certain cases" shall not apply to the acquisition of the property belonging to the university which the Corporation are by this Act authorised to acquire:

(2) On the Corporation giving to the university notice to treat for the purchase of the said property the university may within three months after receipt of such notice intimate to the Corporation in writing that they have decided to continue Queen Margaret College on its present site:

(3) In the event of such intimation being given to the Corporation they shall be entitled to acquire for the construction of Street Works Nos. 8 and 9 and Tramway No. 15 by this Part of this Act authorised only so much of the said property as is coloured red on the plan signed in duplicate by the Right Honourable Thomas Lister Baron Ribblesdale the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred whereof one copy has been deposited at the Office of the Clerk of the Parliaments and the other at the Private Bill Office of the House of Commons and the Corporation may thereupon give a new notice to treat for the purchase of the property so coloured:

(4) The Corporation shall in constructing the said Street Works Nos. 8 and 9 Bridge No. 3 and Tramway No. 15—

(A) Cause as little inconvenience as possible to Queen Margaret College during the construction

of the said Street Works Nos. 8 and 9 Bridge No. 3 and Tramway No. 15;

(B) Pave the roadway of the said Street Works Nos. 8 and 9 and of Bridge No. 3 with such material as the university may reasonably approve and thereafter keep the roadway so paved;

(C) Erect along the eastern side of the said Street Works Nos. 8 and 9 where they abut on the remaining garden ground of Queen Margaret College such wall or fence as may be agreed between the Corporation and the university;

(D) The Corporation shall restore the remaining garden ground of Queen Margaret College so far as interfered with by the construction of the said street works and tramway and shall lay out and plant the western margin of such garden ground to the reasonable satisfaction of the university;

(E) Any difference between the Corporation and the university in connection with anything contained in subsection (4) of this section shall failing agreement be determined by an arbiter to be mutually agreed upon or failing agreement to be appointed by the sheriff on the application of either party.

Limits of deviation for street works.

14. In the construction of the street works by this Part of this Act authorised the Corporation may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and three feet downwards.

Power to stop up roads and footpaths.

15.—(1) Subject to the provisions of this Part of this Act the Corporation may stop up so much of Clarkston Road as may be rendered unnecessary by the construction of Street Work No. 3 by this Part of this Act authorised Provided that the Corporation shall not stop up such portion of Clarkston Road until the said Street Work No. 3 is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Corporation and the road authority until the sheriff of Renfrewshire shall have certified that the said Street Work No. 3 has been completed to his

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satisfaction and is open for public use Provided also that before applying to the said sheriff for his certificate the Corporation shall give to the road authority seven days' notice in writing of their intention to apply for the same.

(2) As from the completion of the said Street Work No. 3 to the satisfaction of the road authority or as from the date of the said certificate (as the case may be) all rights of way over or along the existing portions of road as will be rendered unnecessary by the new portions of road shall be extinguished and the site of the portions of road rendered unnecessary as aforesaid shall vest in the owner of the adjoining lands.

Maintenance of diverted roads.

16. The new roads road alterations straightenings and diversions by this Part of this Act authorised shall be maintained in repair by and at the cost of the Corporation for twelve months as from the completion thereof to the satisfaction of the road authority or as from the date of the certificate of the sheriff of the county in which the respective street works are situated and from and after the expiration of the said twelve months such new roads road alterations straightenings and diversions shall be maintained in repair by and at the expense of the road authority in whose district the respective street works are situated or of the authority or person by whom or at whose expense the road before alteration straightening or diversion was repairable.

Application of sections of Order of 1905.

17. The following sections of the Order of 1905 shall extend and apply to the street works by this Part of this Act authorised to the same extent and effect as if they had been authorised by the Order of 1905 (that is to say):—

Section 9 Regulation as to alterations of road levels;

Section 11 Alteration of steps areas pipes &c.;

Section 12 Alteration of roads &c. temporarily;

Section 19 Underpinning or otherwise strengthening houses.

Period for completion of tramways and street works.

18. The intended Tramways Nos. 1 to 15 17 to 20 and 24 to 28 and the Street Works Nos. 1 to 11 by this Part of this Act authorised shall be completed within five years and the intended Tramways Nos. 21 22 and 23 and the Street Works Nos. 12 and 13 by this Part of this Act authorised shall be completed within seven years from the passing of this Act

respectively and on the expiration of those respective periods the powers granted to the Corporation for the construction of such tramways and street works or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Borrowing powers for tramways.

19.—(1) The Corporation may borrow for the purposes of the powers conferred upon them by the Tramways Acts and by this Part of this Act and in the manner authorised by and subject to the provisions with respect to the borrowing of money and the repayment thereof by means of a sinking fund of the Order of 1905 any sum of money not exceeding eight hundred and fifty thousand pounds in addition to (A) the sum of three million six hundred and forty-two thousand nine hundred and eighty-five pounds authorised to be borrowed by the Tramways Acts (B) the sum of seventy-one thousand two hundred and eighty-one pounds nine shillings and ninepence authorised to be borrowed by the Govan Burgh (Tramways) Act 1893 (the tramways belonging to the former burgh of Govan having been vested in the Corporation by the Glasgow Boundaries Act 1912) and if after having borrowed the said sum herein authorised or any part thereof the Corporation pay off the same by other means than by sinking fund they may reborrow the same.

(2) The amount borrowed by the Corporation for the purposes of their tramway undertaking whether in exercise of their powers under the Tramways Acts and this Act or at common law shall not exceed in amount the total sum they are authorised to borrow by the Tramways Acts and this Part of this Act.

Erection of posts on carriageway.

20. In the construction of the tramways by this Part of this Act authorised no post or other apparatus shall be erected on the carriageway except with the consent of the Board of Trade.

Running powers over portion of tramways of Airdrie and Coatbridge Tramways Company.

21.—(1) The Corporation may run over and use with tramway cars belonging to them and moved by electrical energy the existing tramways of the Airdrie and Coatbridge Tramways Company (in this section called "the company") between the western boundary of the burgh of Coatbridge and such point at or near Coatbridge Fountain as may be most convenient for constructing a siding for the accommodation of the Corporation

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tramway cars so that they may not obstruct the tramway cars of the company.

(2) Such siding shall be made by the company and section 46 (Power to reconstruct tramways and to make additional crossings &c.) of the Airdrie and Coatbridge Tramways Act 1900 shall extend and apply to such sidings Provided that in the event of any difference as to the proper situation of such point or the extent and arrangement of such siding the same shall be referred to an arbiter to be appointed by the Board of Trade and the costs of such arbitration shall be borne and paid as such arbiter may direct.

(3) The Corporation shall only be entitled to run over and use such portion of the company's line with tramway cars running through from Glasgow to Coatbridge but such power to the Corporation shall be subject to such payments by them to the company in respect of such running powers and for electrical energy and to such conditions and regulations as shall failing agreement between the company and the Corporation be determined by an arbiter to be nominated by the Board of Trade and the costs of such arbitration shall be borne and paid as such arbiter shall direct.

(4) The Corporation shall charge passengers who shall enter and leave their cars within the burgh of Coatbridge the same fares as are charged by the company.

(5) The Corporation in running over and using the portion of the tramways of the company before mentioned shall at all times observe the regulations and byelaws applicable to the tramways of the company and shall be liable for their own acts and defaults and such byelaws and regulations shall extend and apply to the portion of Tramway No. 19 by this Part of this Act authorised so far as it is situated in the burgh of Coatbridge and to the Corporation in respect thereof.

Application of Tramways Acts to new tramways.

22. The intended tramways shall form one undertaking with the tramways authorised to be constructed under the Tramways Acts and the provisions contained in the Order of 1905 shall extend and apply to the intended tramways in the same manner and to the like effect as if they had been authorised by the Order of 1905 and were part of "the tramways" "the intended tramways" and "the tramway undertaking" as defined

by section 2 (Interpretation) of the Order of 1905 and section 9 (Use of posts standards &c. by Postmaster-General) of the Act of 1907 shall also extend and apply to the intended tramways. A.D. 1914.

Part III.

Bridges.

23. Subject to the provisions of this Act the Corporation may make and maintain in the lines and according to the levels shown on the deposited plans and sections the following bridges:— Newbridges.

Bridge No. 1 A bridge over the River Clyde wholly in the city and the county of Lanark commencing in the parish of Glasgow at a point on the south side of the Broomielaw 35 feet or thereabouts measured in a southerly direction from the intersection of Oswald Street with the Broomielaw and terminating in the parish of Govan at a point on the north side of Clyde Place 30 feet or thereabouts measured in a northerly direction from the intersection of Commerce Street with Clyde Place:

Bridge No. 3 A bridge over the River Kelvin wholly in the city and the county of Lanark commencing in the parish of Govan by a junction with the Street Work No. 8 by this Act authorised at the termination of that work hereinbefore described and terminating in the parish of Glasgow at a point on the south side of Kelvin Drive 30 feet or thereabouts measured in a southerly direction from the intersection of Queen Margaret Drive with Kelvin Drive.

The said bridges will be situate in or pass from through or into the parishes of Glasgow and Govan and the county of Lanark.

24. For the protection of the trustees the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections (unless otherwise agreed upon in writing between the Corporation and the trustees) apply and have effect (that is to say):— For protection of trustees of Clyde Navigation.

(1) Bridge No. 1 by this Part of this Act authorised shall be constructed in accordance with the plan and section signed in duplicate by Sir Edwin Cornwall

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the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Private Bill Office of the House of Commons and the other with the Clerk of the Parliaments The Corporation shall take permanently for the purposes of the said bridge so much only of the land quayage and other subjects of the trustees as shall be occupied by the said bridge as shown on the said plan:

(2) Plans sections working drawings and specifications (in this section included in the expression "plans") showing the manner in which and the materials with which the said Bridge No. 1 including all temporary works is to be constructed and also showing the means to be employed by the Corporation during the construction of the said bridge and works for protecting the property of the trustees and for securing the safe and proper passage of vessels to and from the Upper Harbour of Glasgow shall be submitted to the trustees at least one month before operations are commenced and such plans shall be subject to the approval of the trustees previous to the commencement of such works or operations Provided that if the trustees do not within twenty-one days after the submission of such plans to them intimate to the Corporation their approval or disapproval of such plans the Corporation may proceed to carry out such works or operations in accordance with such plans but if within the said period the trustees shall intimate their disapproval of the plans the same shall (unless the Corporation and the trustees otherwise agree in writing) be referred to arbitration as hereinafter provided and so far as such bridge and works affect the harbours or the navigation of the River Clyde the operations in connection therewith shall be carried on at the sight and to the reasonable satisfaction of the trustees' engineer and in such manner as to preserve open the navigation to and from the said Upper Harbour:

(3) While the said bridge and works are in progress the Corporation shall take all necessary and proper measures

for placing and maintaining lights buoys or other marks upon or near to the piers and cutwaters of the said bridge and upon or near any temporary erections or appliances which they may place in or above the waterway of the River Clyde and for giving due notice of any obstruction danger or interruption which may be occasioned by their works or operations to the free passage of vessels approaching or passing under or near to the said bridge or works and for efficiently lighting the arches or passages thereunder and in the event of their failing or neglecting to comply with these provisions or any of them the Corporation shall be responsible for any loss or damage which may be occasioned through such failure or neglect:

(4) The Corporation shall to the reasonable satisfaction of the trustees' engineer restore and thereafter maintain for twelve months all the portions of the quays waiting rooms offices sheds sewers drains gas and water pipes and other property and appliances of the trustees beyond the area to be occupied by the said bridge when constructed which may have been removed or interfered with in connection with such works or operations The materials of any buildings removed by the Corporation for the carrying out of such works and operations shall remain the property of the trustees:

(5) The trustees shall not incur or be under any obligation or responsibility whatever in respect of the said bridge and works whether or not the plans shall have been approved of by them or their engineer and the Corporation shall indemnify free and relieve the trustees from all claims for loss or damage of every description (if any) which may arise or be made against the trustees in connection with the construction of such bridge and works:

(6) The Corporation shall before commencing any works which would interfere with the land quayage and other subjects of the trustees or their harbours or the navigation of the River Clyde pay to the trustees the sum of seventy thousand pounds which sum shall be accepted as full compensation in respect of the said land quayage and other subjects taken for or in connection with the said bridge and works and also

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generally in respect of all claims by the trustees for damage to or for any interruption to the navigation traffic or works of the trustees for removal alteration or closing up of quays sheds and landing stages and for loss of revenue to the trustees consequent upon the construction of the said bridge and works:

(7) Any difference between the Corporation and the trustees in connection with any of the provisions of this section or with anything in this Act contained shall failing agreement be determined by an arbiter to be mutually agreed upon between the Corporation and the trustees or failing agreement to be appointed by the Board of Trade on the application of either party.

Subsidiary bridge works.

25. The Corporation may in the construction of the said bridges alter the levels of the existing roadways and approaches to the said bridges and may make new approaches to and ways from and out of such bridges or such alterations or deviations of approaches or other works and conveniences in connection with the same respectively as may be necessary or expedient and may also make and maintain all such temporary approaches landing places and works as shall be necessary therefor.

Limits of deviation for bridges.

26. In the construction of the said bridges the Corporation may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and three feet downwards Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for completion of bridges.

27. If the works authorised by this Part of this Act are not completed as regards—

(A) Bridge No. 1 within seven years; and

(B) Bridge No. 3 within five years

from the passing of this Act then on the expiration of those respective periods the powers granted by this Part of this Act for making or completing such works or otherwise in relation thereto shall cease except as to so much thereof as is then completed but the Corporation shall not except with the consent in writing of the trustees commence Bridge No. 1 until the expiration of two years from the passing of this Act.

Works below high-water mark to be subject to approval of Board of Trade.

28. Subject to the provisions of this Part of this Act any of the works authorised by this Part of this Act to be constructed on over or under tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Corporation and the amount of such cost shall be a debt due from the Corporation to the Crown and shall be recoverable as a Crown debt or summarily.

Survey of works by Board of Trade.

29. If at any time the Board of Trade deems it expedient for the purposes of this Part of this Act to order a survey and examination of a work constructed by the Corporation on in over through or across tidal lands or tidal water or of the intended site of any such work the Corporation shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Corporation to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

30. If a work constructed by the Corporation on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Corporation and the amount of such expense shall be a debt due from the Corporation to the Crown and be recoverable as a Crown debt or summarily.

Lights on works during construction.

31. The Corporation shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve.

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If the Corporation fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Permanent lights on works.

32. The Corporation shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as failing agreement between the Corporation and the trustees the Commissioners of Northern Lighthouses shall from time to time direct.

If the Corporation fail to comply in any respect with the provisions of the present section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Provision against danger to navigation.

33. In case of injury to or destruction or decay of the bridge or works or any part thereof the Corporation shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as failing agreement between the Corporation and the trustees shall from time to time be directed by the Commissioners of Northern Lighthouses The Corporation shall be liable to a penalty not exceeding ten pounds for every calendar month during which they fail to comply with the provisions of this section.

PART IV.

SEWAGE.

Construction of sludge main.

34. Subject to the provisions of this Act the Corporation may make and maintain the sludge main hereinafter in this section described in the lines and according to the levels shown on the deposited plans and sections (namely) :—

A sludge main wholly situate within the county of Lanark commencing in the parish of Glasgow in the existing low level sludge well in the Dalmarnock Sewage Purification Works of the Corporation and terminating in the parish of Govan by a junction with the existing main low level sludge drain within the Shieldhall Sewage Purification Works of the Corporation.

The said sludge main will be situate in or pass from through or into the parishes of Glasgow and Govan in the county of Lanark.

For protection of joint bridges committee.

35. The following provisions for the protection of the joint bridges committee of the city of Glasgow county of Lanark and

burgh of Rutherglen (in this section called "the committee") shall unless otherwise agreed apply and have effect (viz.):—

bridges committee.

(1) In constructing the sludge main through or under Rutherglen Bridge over the River Clyde (hereinafter called "the bridge" which expression in this section includes the approaches and the lighting and other relative structures or appliances connected therewith) the Corporation may attach the same to the north abutment of the bridge or suspend the same from the arch thereof but in the event of the sludge main being suspended from the arch it shall be kept as close as possible to the abutment and the whole work shall so far as affecting the bridge or the free flow of the water under the same be carried out so as not to injure the bridge and to the satisfaction of Thomas Nisbet C.E. Glasgow whom failing such other engineer as may be agreed upon or failing agreement as may be appointed by the sheriff on the application of either party:

(2) In so far as the sludge main may affect the bridge or the free flow of the water under the same the construction of the sludge main and thereafter any repairs thereon or renewals thereof shall be carried out in such manner as to prevent obstruction to traffic or damage to the bridge and all damage that may be so caused or be consequent on the attachment of the sludge main to or its suspension from the bridge shall immediately be made good by the Corporation and the bridge shall be left in as good order and condition as before the commencement of the construction repair or renewal of the sludge main:

(3) At least one month before the Corporation commence any works which may interfere with or affect the bridge or the free flow of the water under the same the Corporation shall send to the committee for their approval a plan with sections and specifications showing the works which they propose to execute in order to construct lay repair or renew the sludge main and in the event of any difference between the Corporation and the committee the same shall be referred to the said Thomas Nisbet as sole arbiter whom failing

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such other engineer as may be agreed upon or failing agreement as may be appointed by the sheriff on the application of either party:

(4) Such works shall after commencement be completed with all reasonable despatch.

For protection of Glasgow and South Western Railway Company.

36. For the protection of the Glasgow and South-Western Railway Company (in this section called "the company") the following provisions shall notwithstanding anything in this Act contained (unless otherwise agreed upon) have effect (that is to say):—

(1) The Corporation shall not either temporarily or permanently enter upon take or use the railways works lands or other property of the company (in this section referred to as "the railways") or alter vary or in any way interfere with the railways;

(2) The Corporation in constructing the sludge main under the bridge carrying the railways over Govan Street shall not deviate vertically downwards from the levels shown on the deposited sections to an extent exceeding two feet;

(3) Where the sludge main is intended to be constructed under or near to or may in any way affect the railways it shall be constructed of such design strength and durability as shall be sufficient for the effectual and safe support of the railways and so as not in any way to injure or endanger the same or to cause any interruption impediment or danger to the traffic thereon or the use thereof and shall be constructed and completed and thereafter maintained altered repaired and renewed at the expense in all things of the Corporation and under the superintendence and to the reasonable satisfaction of the engineer of the company and in accordance only with plans sections and specifications to be submitted to the company previously to the commencement of the execution of any works alterations repairs or renewals or if the company shall object to any such works alterations repairs or renewals as shown on any plans sections and specifications so submitted to them then failing agreement as to any modifications thereof in accordance only with plans sections and specifications

to be settled by the arbiter appointed or to be appointed as hereinafter in this section provided A copy of such last-mentioned plans sections and specifications shall be delivered to the company previously to the commencement of any such works alterations repairs or renewals Provided that if the company shall not express their approval or disapproval of any plans sections and specifications within twenty-one days after the same shall have been submitted to them as aforesaid the Corporation shall be entitled to proceed with the execution of the said works alterations repairs and renewals in accordance with such plans sections and specifications but the company shall not be held to have approved or acquiesced in such plans sections and specifications ;

(4) On no account and under no pretext whatever shall the soil under the foundations of the abutments or columns of the bridge or bridges carrying the railways over Govan Street or any part thereof or any of the structure of the same be disturbed either during or after the construction of the sludge main or for the purpose of any repairs thereto or renewals or alteration thereof ;

(5) The engineer of the company and any person authorised by him shall at all times have free access to the sludge main and every facility shall be afforded to them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Corporation ;

(6) The fact that any of the operations of the Corporation have been done or executed in accordance with any plan approved or not objected to by the company or with any requirement of the company or under the superintendence of the engineer of the company shall not excuse the Corporation from any liability for damage caused to the railways or affect any claim by the company for injury caused to the railways ;

(7) The Corporation shall bear and on demand shall pay to the company the expense of the employment by

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them of a sufficient number of inspectors or watchmen to be appointed by them for watching the construction alteration renewal repair and maintenance of the sludge main within thirty yards of the railways and for preventing as far as may be all interference obstruction danger and accident likely to arise from any of the operations of the Corporation or from the acts or defaults of their contractors or of any person in their employ or otherwise;

(8) If in constructing maintaining altering renewing or repairing the sludge main the railways shall be injured or endangered or the railway traffic interrupted impeded or endangered or if any such injury danger interruption or impediment shall otherwise arise in consequence of the works of the Corporation or of any failure or defect therein or of any act or operation of the Corporation in connection therewith the company may enter upon the works and property of the Corporation and execute and do all such works and things as may be necessary to restore remove or prevent such injury danger interruption or impediment without being liable to the Corporation for any injury or interference thereby occasioned to the works and property of the Corporation and the Corporation shall on demand repay to the company all costs and expenses reasonably incurred or paid by them in connection therewith and shall compensate and indemnify the company for and against all loss or damage which they may sustain or incur by reason of any such injury danger interruption or impediment;

(9) Any difference between the Corporation and the company or their respective engineers in connection with anything in this Part of this Act contained shall be determined by an arbiter to be mutually agreed upon and failing agreement to be appointed by the Board of Trade on the application of either party If any question of law shall arise in the course of such arbitration the arbiter shall have power at the request of either party to state a case for the opinion of the court of session and the said court shall determine such question; and

(10) The provisions of section 14 of the Act of 1898 of which the marginal note is "For protection of railway companies" shall not apply to the company in respect of the exercise of the powers of this Part of this Act.

For protection of Prince's Dock Branch Joint Committee.

37. The provisions of section 14 of the Act of 1898 of which the marginal note is "For protection of railway companies" shall apply for the protection of the Prince's Dock Branch Joint Committee (in this section called "the joint committee") except in so far as the same are inconsistent with or modified by the provisions of this section :—

(1) Nothing in this Part of this Act contained or which may be done in pursuance thereof with respect to the construction of the sludge main thereby authorised shall prevent the joint committee so far as they have power to do so at the date of the passing of this Act from maintaining repairing renewing deviating widening enlarging altering or reconstructing the property works and other subjects belonging to or maintainable by them and affected by the said sludge main without incurring any liability to the Corporation or to any person using the said sludge main for any loss injury damages or expenses which may arise from such maintenance repair renewal deviation widening enlarging alteration or reconstruction unless the same shall arise from some neglect or default of the joint committee or their agents workmen or servants in the execution of such maintenance repair renewal deviation widening enlarging alteration or reconstruction Provided that in the event of the joint committee exercising any of such powers they shall do so in such manner as to cause as little damage and interference as practicable to and with the said sludge main and shall give (except in cases of emergency in which cases notice shall be given as soon as possible after the work has been commenced) fourteen days' previous notice in writing to the Corporation before commencing any such operations as may affect the said sludge main Provided also that any extra expense which the joint committee may reasonably incur in such maintenance repair renewal deviation widening enlarging alteration or reconstruction by reason of

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the existence of the said sludge main shall be paid by the Corporation:

(2) The power of vertical deviation downwards by this Act conferred on the Corporation shall not apply to the portion of the said sludge main so far as situate within the limits of the joint committee's property:

(3) The Corporation shall pay and reimburse the joint committee in all reasonable costs charges and expenses which they may incur in connection with the approval of any plans sections working drawings and specifications which may be submitted to them for approval as aforesaid together with the reasonable cost of superintendence and inspection and of all reasonable precautions for the safety and working of their traffic or protection of their property on account of the extension maintenance use alteration replacing or repair of the said sludge main.

Application of Act of 1898 to sludge main.

38. Subject to the provisions of this Part of this Act the provisions of the Act of 1898 shall extend and apply to the sludge main and to the lands authorised to be taken in connection therewith in the same manner and to the like effect as if the sludge main had been authorised by and was being constructed and the Corporation had been authorised to enter upon take and use the said lands under and subject to the provisions of the Act of 1898.

Sludge main to form part of sewage undertaking.

39. Subject to the provisions of this Part of this Act the sludge main shall form one undertaking with the works authorised to be constructed under the Sewage Acts and as if the sludge main had been authorised by and was to be constructed under and subject to the provisions of those Acts.

Limits of deviation for sludge main.

40. In the construction of the sludge main the Corporation may deviate laterally to any extent not exceeding the limits of deviation defined on the deposited plans and they may deviate vertically from the levels shown on the deposited sections to any extent not exceeding two feet upwards and five feet downwards Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for completion of sludge main.

41. The sludge main shall be completed within three years from the passing of this Act and on the expiration of that

period the powers granted to the Corporation for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Borrowing powers for sewage purposes.

42. Section 34 (Borrowing powers for sewage purposes) of the Glasgow Corporation Act 1909 authorising the Corporation to borrow money for sewage purposes shall be read and have effect as if the sum of two million four hundred and thirty-four thousand six hundred and thirty pounds were therein mentioned instead of the sum of two million three hundred and fourteen thousand six hundred and thirty pounds.

Sinking fund for sewage purposes.

43. The Corporation shall annually set apart such sum as will secure that the amount borrowed by them under the authority of this Part of this Act shall be repaid within a period not exceeding sixty years from the date of such borrowing and they shall apply such sum as a sinking fund in paying off the principal sums so borrowed.

PART V.

LANDS.

Power to acquire lands.

44. Subject to the provisions and for the purposes of this Act the Corporation may enter upon take and use all or any of the lands delineated on the deposited plans and described in the deposited books of reference.

Period for compulsory purchase.

45. The powers of the Corporation for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act.

Servitudes &c. by agreement.

46. Persons empowered by the Lands Clauses Acts to sell and convey or discharge lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Corporation any servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges or feu duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively.

Owners may be required to sell parts

47. Whereas in the construction of the works by this Act authorised or otherwise in exercise of the powers of this Act

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only of property.

it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the arbiter to whom the question of disputed purchase money or compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Corporation the portions only of the properties so required without the Corporation being obliged or compellable to purchase the whole or any greater portion thereof the Corporation paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Additional land.

48. The Corporation may for the purposes of this Act acquire by agreement or feu any quantity of land not exceeding in the whole twenty acres but nothing in this Act shall exempt the Corporation from any action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any lands acquired under the provisions of this section.

Compensation to be settled by single arbiter.

49.—(1) All cases of disputed purchase money or compensation under this Act whereby the Corporation are entitled to acquire land compulsorily under the Lands Clauses Acts or of disputed compensation falling to be determined under the provisions of the Lands Clauses Acts shall notwithstanding anything in those Acts contained be determined by a single arbiter to be appointed by the parties or in case both parties do not concur in the appointment of a single arbiter it shall be in the power of either party to apply to the Secretary for Scotland to appoint a single arbiter to determine the compensation to be paid and it shall not be competent thereafter to have the same determined by arbiters oversmen sheriff or jury acting under the last-mentioned Acts The said arbiter upon appointment shall be deemed to be a sole arbiter within the meaning of the Lands Clauses Acts and the provisions of those Acts with regard to arbitration shall

apply accordingly Provided that the arbiter shall notwithstanding anything in those Acts contained determine the amount of expenses in the arbitration and such determination shall be final The remuneration of the said arbiter shall failing agreement be fixed by the Secretary for Scotland The expression "land" in this section includes water and any right or servitude to or over land or water.

(2) The arbiter shall if any question of law arises in the course of an arbitration under this section have power at the request of either party to state a case for the opinion of the court of session and the said court shall determine such question.

Costs of arbitration in certain cases.

50. The tribunal to whom any question of disputed purchase-money or compensation under this Act in respect of land taken compulsorily or otherwise is referred shall if so required by the Corporation award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Corporation by the claimant giving sufficient particulars and in sufficient time to enable the Corporation to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Corporation have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Provided that the sheriff of the county in which the lands are situate in respect of which the claim has arisen may permit any claimant after seven days' notice in writing to the Corporation to amend the statement of the claim delivered by him to the Corporation in case of discovery of any error or mistake therein or for any other reasonable cause (such error mistake or cause to be established to the satisfaction of the sheriff after hearing the Corporation if they object to the amendment) and such amendment shall be subject to such terms enabling the Corporation to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such sheriff may seem just and proper under all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation (Scotland) Act 1845 either contained or was endorsed with a notice of the effect of this section.

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Correction of errors in deposited plans and books of reference.

51. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited books of reference the Corporation after giving ten days' notice to the owners lessees and occupiers affected by such proposed correction may apply to the sheriff of the county in which such lands are situate for the correction thereof and if it appear to the said sheriff that such omission misstatement or wrong description arose from accident or mistake he shall certify the same accordingly and shall in his certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the principal sheriff clerk of the county and a duplicate thereof with the town clerk of the city or burgh or the clerk of the parish council in which the lands affected thereby are situate and such certificate and duplicates respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and books of reference shall be deemed to be corrected according to such certificate and the Corporation may take the lands and execute the works in accordance with such certificate

PART VI.

MISCELLANEOUS.

Alteration of roads &c. temporarily.

52. For the purposes and during the construction of the works by this Act authorised and in maintaining the same and subject to the provisions of this Act the Corporation may use break up or cross over or under alter or stop up temporarily any streets highways roads lanes paths quays bridges railways tramways passages sewers drains watercourses mill leads or mill dams sluices gas pipes and water pipes and electric or telephonic apparatus in any of the lands shown on the deposited plans and specified in the deposited books of reference which they may find it expedient for any of those purposes so to interfere with providing when possible a proper temporary substitute before interrupting the traffic on any such street highway railway or tramway or the flow of water gas sewage or electricity or telephonic communication in any such sewer drain watercourse pipe or apparatus and making compensation to all persons injuriously affected by the exercise of the powers of this section :

Provided that nothing in this section contained shall extend to authorise any interference with –

(A) Any electric telegraphic or telephonic apparatus or other property of His Majesty's Postmaster-General; or

(B) Any works of any undertakers within the meaning of the Electric Lighting Acts 1882 to 1909 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

Repeal of provisions affecting construction and user of Tramway No. 15 Street Work No. 8 and Bridge No. 3.

53. Such of the provisions of the City of Glasgow Act 1891 and of the Glasgow Parks Acts 1878 to 1912 or of any deeds or conveyances thereunder relating to the Botanic Gardens and to any lands and property forming part thereof (which gardens lands and property are vested in and held by the Corporation under and in terms of the said Acts and of the deeds and conveyances relating to such gardens lands and property) as will affect or interfere with or prevent the construction or user of the Tramway No. 15 the Street Work No. 8 and the Bridge No. 3 by this Act authorised are hereby repealed and the Corporation are hereby relieved from any obligations or restrictions whether imposed by statute agreement or otherwise which would affect interfere with or prevent the construction and user of the said Tramway No. 15 the said Street Work No. 8 and the said Bridge No. 3.

Compensation of Kelvin Drive proprietors.

54. The Corporation shall refer to Thomas Alexander Fyfe a sheriff substitute for the county of Lanark whom failing such other person as may be agreed upon as arbiter (in this section referred to as "the arbiter") the ascertainment and fixing of—

(1) The amount to be paid by the Corporation to the proprietors of the properties numbered 1 to 14 Kelvin Drive Glasgow in right of such properties at the date when the Corporation commence the construction of the Bridge No. 3 Street Work No. 8 and Tramway No. 15 by this Act authorised who are in this section referred to as "the proprietors" as the value of the pro indiviso plot of pleasure ground containing one acre and twenty poles and two tenth parts of a pole as already conveyed to the Corporation by a disposition dated the sixteenth and twenty-third days of March &c. one thousand eight hundred

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and ninety-four and recorded in the division of the General Register of Sasines applicable to the county of the barony and regality of Glasgow and the books of council and session the ninth day of March one thousand eight hundred and ninety-five and for which no price was previously paid:

(2) The amount of the loss (if any) that the arbiter shall determine has been or may hereafter be sustained by each of the proprietors in respect of the construction and user of the said bridge street work and tramway under the following heads:—

(A) Depreciation in value of the various properties numbered 1 to 14 Kelvin Drive;

(B) Loss of amenity;

(C) Breach of contract;

(D) Disturbance; and

(E) In any other manner of way;

all to be paid by the Corporation:

(3) The claim to be submitted to the arbiter by the proprietors shall be a joint claim and the claimants shall be represented by one agent and counsel and the expenses of the arbitration shall be borne as provided for by the Lands Clauses Consolidation (Scotland) Act 1845.

For protection of Caledonian Railway Company.

55. The following provisions for the protection of the Caledonian Railway Company (in this section called "the company") shall unless otherwise agreed between the company and the Corporation apply and have effect (that is to say):—

(1) Before commencing any of the works under the powers conferred on them by this Act in over or affecting any property belonging to or maintainable by the company the Corporation shall submit to the company plans sections working drawings and specifications showing the design material and the manner in which such works are to be carried out for the approval of the company which approval shall not be unreasonably withheld and such approval shall be deemed to have been given unless the company signify their disapproval within twenty-one days after submission of the said plans sections working drawings and

specifications Except as otherwise in this section provided all the said works shall be constructed carried on and completed in conformity with the plans sections working drawings and specifications so approved at the sole risk and cost of the Corporation and at the sight and to the reasonable satisfaction of the company and all such works except in so far as they are the property of the company shall be maintained repaired or renewed by the Corporation In the event of the Corporation reconstructing altering or renewing any of the said works affecting any property belonging to or maintainable by the company they shall submit plans and working drawings of such reconstruction alteration or renewal to the company for their approval and such reconstruction alteration or renewal shall be carried out in conformity with the plans and drawings so approved all at the sole risk and cost of the Corporation Provided that nothing in this Act contained shall entitle the Corporation to interfere in any way with the tunnel or other works of the company under and in the vicinity of Argyle Street and Hope Street Glasgow except to the extent in this section provided:

(2) If reasonably required by the company the Corporation shall underpin or otherwise strengthen any buildings or other property of the company affected by the said works and such underpinning or strengthening shall be executed at the sole cost of the Corporation and at the sight and to the reasonable satisfaction of the company and the Corporation shall pay to the company all expenses reasonably incurred by them in connection with such underpinning or strengthening including the expense of inspectors signalmen watchmen and others and all extra precautions reasonably required for the safety and working of traffic necessitated by the works or operations of the Corporation The Corporation shall also make adequate provision for the drainage of any roads which may be lowered under any bridges belonging to or maintainable by the company but only to the extent of their interference with such roads And any portion of the said buildings or other property that may be exposed

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by such lowering of the roads shall be dressed and finished uniformly with the part thereof above the present surface of the road:

(3) Notwithstanding anything contained in this Act the Corporation shall not without the consent of the company for the purposes of Street Works 8 9 and 10 either temporarily or permanently enter upon acquire or interfere with the property numbered 12 on the deposited plans in the parish of Govan except to the extent shown in green colour on the plan signed on behalf of the Corporation by Thomas Nisbet and on behalf of the company by William Alexander Paterson:

(4) Notwithstanding anything contained in this Act the Corporation shall for the purposes of Street Work No. 12 take or acquire of the property of the company so much only of such property as is situated at the eastern corner of Argyle Street and Oswald Street and forms part of the property numbered 1 on the deposited plans in the parish of Glasgow and as is coloured yellow on the plan signed on behalf of the Corporation by Thomas Nisbet and on behalf of the company by William Alexander Paterson The Corporation shall acquire in addition to the interest of the company in the said property No. 1 to the extent above provided for the whole other interests in the said property No. 1 and after they shall have done so and shall have used the said property No. 1 as in this section provided so far as may be necessary for the purpose of Street Work No. 12 they shall convey to the Company the whole of the said property No. 1 not so used so far as not vested in the company the price therefor as between the Corporation and the company being calculated on the same basis so far as applicable as the price paid by the Corporation to the owners thereof:

(5) If and when the company extend their Glasgow Central Station westward to the east building line of Oswald Street—

(A) The Corporation shall at their own cost and to the reasonable satisfaction of the company if

required by the company construct a verandah or colonnade over so much of the footpath as is hatched brown and marked E B C D on the plan referred to in the preceding subsection of this section and in the event of such verandah or colonnade being required by the company the Corporation may at their own cost extend such verandah or colonnade eastward to the point marked A on the said plan;

(B) The company shall be entitled to use for additional station accommodation other than permanent way the area over the verandah or colonnade marked E B C D on the said plan situated to the south of the new south building line of Argyle Street and the said verandah or colonnade shall be constructed of sufficient strength to enable the company so to utilise it;

(C) The Corporation shall consent to the company covering over for railway purposes so much of Ann Street as extends from the west side of their Central Station to the east building line of Oswald Street the company paying only for any additional lighting of the said street that may be required in respect thereof;

(D) The east building line of Oswald Street so far as extending between the points marked D and F on the plan referred to in subsection (4) of this section shall be as shown thereon by a red line and the area to the west of the said building line shall thereafter form part of the footpath:

(6) The obligation on the company contained in subsection (9) (A) of section 8 (For protection of corporation of Glasgow) of the Caledonian Railway (General Powers) Act 1899 is hereby repealed:

(7) Notwithstanding anything contained in this Act the Corporation shall not for the purposes of Street Work No. 13 either temporarily or permanently enter upon or acquire or interfere with the property of the company at the west corner of Hope Street and Argyle Street in the city and numbered 10 and 11 on the deposited plans in the parish of Glasgow except to the extent coloured blue on the plan referred to in subsection (4) of this section:

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(8) In constructing Bridge No. 1 by this Act authorised and in the maintenance renewal or use thereof the Corporation shall carry out their operations so as not to injure or interfere with the structure of the railway bridge or relative works belonging to the company carrying their railway over the River Clyde and so as not to affect the support thereof and if required by the company shall execute their foundation works on the pneumatic or compressed air principle The east side of the new bridge shall not be at any point nearer to the company's bridge than as shown on sheets Nos. 132 and 133 of the deposited plans of Tramway No. 22:

(9) The foundations of the piers of the said Bridge No. 1 shall not be carried to a greater depth than 50 feet below Ordnance datum and the foundations of the abutments of the said bridge shall not be carried to a greater depth than 35 feet below Ordnance datum:

(10) If any injury to or interference with the said railway bridge or foundations thereof or relative works of the company or any interruption to the traffic on their railways is reasonably apprehended by the company or shall arise from or be occasioned at any time by the works or operations of the Corporation in connection with the said Bridge No. 1 the Corporation shall if required stop the said works or operations and shall forthwith make good or remove such injury interference or interruption at their own expense or in default of their doing so the company may execute the necessary works for that purpose and the Corporation shall pay to the Company all reasonable costs and expenses incurred by them in so doing and all reasonable loss or damage sustained by the company in consequence of such injury interference or interruption:

(11) The duly authorised representative of the company shall have right to inspect the said works of the Corporation at any time during their construction repair or renewal:

(12) Notwithstanding any approval by the company or settlement by the arbiter to be appointed as hereinafter in this section provided of any plans sections

working drawings and specifications or manner of carrying out of the works any modification of the same which may be agreed on by the parties as desirable or failing agreement be determined by the said arbiter shall be carried into effect by or at the expense of the Corporation:

(13) In settling any question of disputed purchase money or compensation payable under this Act by the Corporation the arbiter shall have regard to the value to the company of (A) the repeal of subsection (9) (A) of section 8 of the Caledonian Railway (General Powers) Act 1899 and (B) the right to the use of part of the verandah or colonnade and relative works referred to in this section:

(14) The Corporation shall pay and reimburse the company in all reasonable costs charges and expenses which they may incur in connection with the approval of any plans sections working drawings and specifications which may be submitted to them for approval as aforesaid together with the reasonable costs of superintendence and inspection and of all reasonable precautions for the safety and working of their traffic or protection of their property on account of the execution maintenance use alteration replacing or repair of the said works of the Corporation:

(15) The Corporation shall also indemnify the company in respect of all damages or compensation which may be recovered from them by reason of such interruption impediment or interference or by reason of any accident so far as such interruption impediment interference or accident shall have been occasioned by or through the acts or defaults of the Corporation or of those for whom they are responsible:

(16) Subject to the provisions of this section nothing in this Act contained or which may be done in pursuance thereof shall prevent the company so far as they have power to do so at the passing of this Act from maintaining repairing renewing deviating widening enlarging altering or reconstructing the property works and other subjects belonging to or maintainable by them without incurring any liability to the

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Corporation or to any person using the said works of the Corporation for any loss injury damages or expenses which may arise from such maintenance repair renewal deviation widening enlarging alteration or reconstruction unless the same shall arise from some neglect or default of the company or their agents workmen or servants in the execution of such maintenance repair renewal deviation widening enlarging alteration or reconstruction Provided that any extra expense which the company may incur in such maintenance repair renewal deviation widening enlarging alteration or reconstruction by reason of the existence of the said works of the Corporation shall be paid by the Corporation:

(17) Any question or difference between the Corporation and the company arising under this section shall be determined by an arbiter to be agreed upon between the Corporation and the company or failing agreement to be nominated by the Board of Trade on the application of either party.

Crown rights.

56. Nothing in this Act shall affect prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained shall authorise the Corporation to take use or in any manner interfere with any portion of the shore or bed of any river channel creek bay or estuary or any land heritages subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

Costs of Act.

57. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto and the costs charges and expenses of and incident to such parts of the Bill for this Act as did not become law and otherwise in relation thereto shall be paid by the Corporation and may be allocated by them amongst such of the departments of the Corporation as they may deem expedient and if paid out of borrowed moneys shall be repaid out of revenue within five years from the passing of this Act.

The SCHEDULE referred to in the foregoing Act.

(Referred to in the section of this Act of which the marginal note is "Owners may be required to sell parts only of property.")

Parish.	County.	Numbers on deposited Plans.
STREET WORKS.		
Cathcart - -	Renfrew - -	1 3 5 6 7 9 10 11 12 13 14 15 17.
Govan - - -	Lanark - -	3 4 6 7 8 9.
New Kilpatrick -	Dunbarton - -	2 4.
Govan - - -	Lanark - - -	12.
Do. - - -	Do. - - -	16.
Do. - - -	Do. - - -	18.
Do. - - -	Do. - - -	19.
Glasgow - -	Do. - - -	4.
Do. - - -	Do. - - -	10 11.
BRIDGE NO. 1.		
Glasgow - -	Lanark - - -	1 2 3 4.
Govan - - -	Do. - - -	1 2 3 4.
SEWAGE.		
Glasgow - -	Lanark - - -	3 4.
Govan - - -	Do. - - -	11 12 15 19 22 27.

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