CHAPTER xcvi.

An Act to authorise the Corporation of the city of Glasgow to construct new waterworks to acquire lands to borrow money for such works and for other purposes. A.D. 1912.

[7th August 1912.]

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 Water Acts 1855 to 1909 supply water to the city and adjoining burghs and districts and it is expedient that they should be authorised to construct and maintain the further works in this Act described and that further powers in relation to their water undertaking should be conferred upon them:

And whereas it is expedient that the sections of the Acts and Order specified in the First Schedule to this Act should be amended:

And whereas under the existing borrowing powers of the Corporation authorised by the Glasgow Water Acts 1855 to 1909 a sum of one hundred and thirty-four thousand pounds is available for the works by this Act authorised and it is expedient that the Corporation should be authorised to borrow further money for the purposes of this Act as hereinafter provided:

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 purposes of the Glasgow Water Acts 1855 to 1909 and this Act—

	£	*s.*	*d.*
(A) For purchase of lands and servitudes - - - -	1,500	0	0
(B) For aqueducts and works -	245,000	0	0
(C) For other works - - -	185,000	0	0
	£431,500	0	0

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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 waterworks authorised by this Act and also a book 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 Stirling and with the town clerks of the city and of the burgh of Milngavie and such plans sections and book of reference are hereinafter respectively referred to as the deposited plans sections and book 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 (that is to say):—

Short title and citations.

1. This Act may be cited as the Glasgow Water Act 1912.

This Act and the Glasgow Loans Acts 1883 to 1910 may be cited together as the Glasgow Loans Acts 1883 to 1912.

This Act and the Glasgow Water Acts 1855 to 1909 may be cited together as the Glasgow Water Acts 1855 to 1912.

This Act and the Glasgow Corporation Acts 1855 to 1910 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 1912.

Interpretation.

2. 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 expressions "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.

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

"Act of 1885" means the Glasgow Corporation Waterworks Act 1885;

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

"Corporation" means the Corporation of the city;

"Loans fund" means the fund provided by the Glasgow Loans Acts 1883 to 1910;

"Order of 1902" means the Glasgow Corporation (Water and General) Order 1902;

"Sheriff" means the sheriff of the county of Lanark;

"Water Acts" means the Glasgow Water Acts 1855 to 1909;

"Water undertaking" means the undertaking of the Corporation authorised by the Water Acts.

Incorporation of Acts.

4. 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:

(2) The Waterworks Clauses Acts 1847 and 1863 except—

(A) The words "with the consent in writing of "the owner or reputed owner of any such house "or of the agent of such owner" in section 44 of the Waterworks Clauses Act 1847;

(B) Sections 75 to 82 of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and section 83 relating to accounts:

(3) The sections and provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to roads and to the temporary occupation of lands near the railway during the construction thereof.

Definition of owner.

5. For the purposes of this Act the expression "owner" shall include and be construed to apply to the person receiving the rents of any dwelling-house on his own account or as agent or factor for any person interested therein and such agent or factor shall be deemed to be the owner of any such dwelling-house:

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Provided that any such agent or factor who shall be liable or responsible as such for the payment of any expenses under this Act shall be liable to the extent only of the funds rents and other assets belonging or payable to an owner in the hands or under the control of such agent or factor or which shall come into his hands or pass under his control and in the event of such agent or factor having paid or become liable for such expenses he shall have a right and claim of relief against such owner for any expenses so incurred by him:

Provided that any requisition given to any such agent or factor in respect of any dwelling-house shall be effective against the owner or any new agent or factor appointed by him and any action raised against such agent or factor may on the motion of the Corporation be transferred against the owner or any new agent or factor appointed by such owner:

Provided further that nothing herein contained shall affect the liability of any agent or factor in respect of his personal delict.

Power to construct works.

6. 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 works hereinafter described with all proper conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose The works hereinbefore referred to are—

(1) An Aqueduct No. 1 consisting of one or more lines of pipes commencing in the parish of New Kilpatrick in the county of Dunbarton by a junction with the existing aqueduct from and out of the Craigmaddie Reservoir at a point 415 yards or thereby (measuring on a straight line in a southerly direction) from Mugdock Cottage at or near the south-eastern end of the Mugdock Reservoir and terminating in the parish of Glasgow in the county of Lanark in Balmore Street at a point therein 300 yards or thereby measuring on a straight line in a northerly direction from the junction of Hawthorn Street with Balmore Street:

(2) An Aqueduct No. 2 consisting of one or more lines of pipes commencing at the point of termination of Aqueduct No. 1 above described and terminating in

the parish of Glasgow in the county of Lanark in Glasgow Green by a junction with the existing mains of the Corporation at a point 10 yards or thereby measuring on a straight line in an easterly direction from the Humane Society House on Glasgow Green:

(3) An Aqueduct No. 3 consisting of one or more lines of pipes commencing at the termination of Aqueduct No. 1 above described and terminating in the parish of Glasgow in the county of Lanark in Argyle Street by a junction with the existing mains of the Corporation at or near the junction of Kelvinhaugh Street and Argyle Street.

The said works will be situate in or pass from through or into the parishes of New Kilpatrick Baldernock Cadder and Glasgow and the counties of Lanark Dunbarton and Stirling.

For protection of North British Railway Company.

7. The following provisions for the protection of the North British Railway Company (hereinafter 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) The Corporation shall not under the powers of this Act take or acquire by compulsion any lands or property of the company but the Corporation may purchase and the company shall sell such servitude in under over or upon the lands property and works of the company as may be required for making and maintaining in accordance with the provisions of this Act the Aqueduct No. 1 and the Aqueduct No. 2 (hereinafter in this section called "Works Nos. 1 and 2") by this Act authorised:

(2) Before commencing the construction under the powers of this Act of Works Nos. 1 and 2 or either of them in so far as affecting the lands property or works of the company the Corporation shall submit plans sections and specifications thereof to the company for their approval and Works Nos. 1 and 2 shall be constructed and carried out in conformity only with such plans sections and specifications as approved and at the sight and to the reasonable satisfaction of the engineer of the company and shall thereafter be maintained by the Corporation to his reasonable satisfaction Provided

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that the approval of the company shall not be unreasonably withheld and that it shall be deemed to have been given unless the company signify their disapproval within twenty-eight days after submission of the said plans sections and specifications Provided also that any expenses which the company may reasonably incur in protecting their property or railway or in inspecting or superintending Works Nos. 1 and 2 or either of them during the construction maintenance or repair thereof shall be repaid to them by the Corporation Provided also that when any works in connection with Works Nos. 1 and 2 or either of them interfere with the lines of rails signals and signalling or works of the company they shall have the option of carrying out with their own men at the expense of the Corporation any removal alteration or reinstatement of the said lines of rails signals and signalling or other works of the company:

(3) The works and operations of the Corporation under this Act shall so far as affecting the lands property or works of the company be constructed executed and maintained so as not injuriously to affect any structure or other work belonging to the company or to cause any injury thereto or to any railway of the company or any interruption to the passage or conduct of traffic on any such railway If any injury or interruption shall arise from or be in any way owing to the works or operations of the Corporation or the failure of Works Nos. 1 and 2 or either of them the Corporation shall forthwith make good or remove such injury or interruption at their own expense or in default the company may make good or remove the same and the Corporation shall pay to the company all reasonable costs and expenses loss or damage including loss of traffic incurred or sustained by them in respect thereof:

(4) Where the Works Nos. 1 and 2 will be constructed over the railways of the company such works shall not be deviated either in line or level from the lines and levels thereof shown on the deposited plans and sections without the consent in writing of the company previously obtained:

(5) Nothing in this Act contained or which may be done in pursuance thereof shall prevent the company from maintaining and repairing and when necessary altering or reconstructing any bridge or other work railway or siding but any such work shall be so carried out by the company as not injuriously to affect or interfere with Works Nos. 1 and 2 or to endanger the stability or involve alterations in the lines and levels thereof or interfere with the supply of water through the same and if any injury or other interruption or interference with Works Nos. 1 and 2 shall arise from or be owing in any way to any works or operations of the company the company shall forthwith make good or remove such injury or interruption at their own expense and in default of the company doing so the Corporation may make good or remove the same and the company shall pay to the Corporation all reasonable costs and expenses for any loss or damage incurred or sustained by the Corporation in respect thereof Provided that all such operations shall be executed by the company in such manner as to cause as little inconvenience as practicable to the maintenance and use of the works of the Corporation and the company shall give twenty-eight days' notice in writing to the Corporation before commencing any such operation and the same so far as affecting or interfering with the works of the Corporation shall be conducted at the sight and to the reasonable satisfaction of the engineer of the Corporation and the company shall pay to the Corporation the reasonable cost incurred by the Corporation in connection with such operations by the company :

(6) The Corporation shall pay to the company any extra expense which the company may reasonably incur or be put to in maintaining repairing altering or reconstructing their bridges railways sidings signals and signalling or other works by reason of the construction use existence or maintenance of Works Nos. 1 and 2 or either of them and the amount of such extra expense if any shall unless settled by agreement be determined by the arbiter appointed as hereinafter in this section mentioned :

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(7) If any difference shall arise between the Corporation and the company as to the meaning of this section or as to any plans sections and specifications or as to any work or the method of executing the same or as to any expenses referred to in this section the same 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 of the parties.

For protection of Glasgow and South Western Railway Company.

8. 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 in writing) have effect (that is to say):—

(1) The Corporation shall not either temporarily or permanently enter upon take or use the railways bridges works lands or other property of the company (in this section called "the railways") or alter vary or in any way interfere with the railways but the Corporation may purchase and the company shall sell subject to the provisions of this Act such servitude over the railways as the Corporation may require for making and maintaining the work Aqueduct No. 2:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Corporation in constructing the work Aqueduct No. 2 over the railways shall not deviate from the levels thereof as shown on the deposited sections:

(3) Where the work Aqueduct No. 2 as intended to be constructed over the railways may in any way injure or endanger the stability of the railways or cause any interruption impediment or danger to the traffic thereon or the use thereof it 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 the plans and specifications to be submitted to the company previously to the commencement 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 and specifications so submitted to them then failing agreement as to any modifications thereof in accordance with plans and specifications to be settled by the arbiter appointed or to be appointed as hereinafter in this section provided and of which last-mentioned plans and specifications a copy 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 and specifications within twenty-one days after the same shall have been submitted to them as aforesaid they shall be held to have approved or acquiesced in such plans and specifications and the Corporation shall be entitled to proceed with the execution of the said works alterations repairs and renewals in accordance with such plans and specifications:

(4) The Corporation shall bear and on demand pay to the company the cost of any assistance given by the company to the Corporation at their request in respect of the construction of the work Aqueduct No. 2 and the reasonable expense incurred by the company in inspecting the construction of the work Aqueduct No. 2 over the railways or the alterations repairs or renewals thereof 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:

(5) The Corporation shall duly maintain the work Aqueduct No. 2 where it is constructed over the railways and if at any time any defect or want of repair be found thereon they shall immediately or as soon as possible comply with every reasonable notice given to them by the company touching any such defect or want of repair:

(6) If in constructing maintaining altering renewing or repairing the work Aqueduct No. 2 the railways shall be injured or the railway traffic interrupted or if any such injury or interruption shall otherwise arise in consequence of the works of the Corporation or of any failure or defect therein or of any act or

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operation of the Corporation in connection therewith the Corporation shall compensate the company for all loss damage or compensation which they may sustain or incur or which may be recovered from them by reason of any such injury or interruption:

(7) Nothing in this Act contained or which may be done in pursuance thereof shall prevent the company from maintaining and repairing and when necessary altering or reconstructing any of their railways but any such work shall be so carried out by the company as not injuriously to affect or interfere with work Aqueduct No. 2 or to endanger the stability or involve alterations in the lines and levels thereof or interfere with the supply of water through the same and if any injury or other interruption or interference with work Aqueduct No. 2 shall arise from or be owing in any way to any works or operations of the company the company shall forthwith make good or remove such injury or interruption at their own expense and in default of the company doing so the Corporation may make good or remove the same and the company shall pay to the Corporation all reasonable costs and expenses for any loss or damage incurred or sustained by the Corporation in respect thereof Provided that all such operations shall be executed by the company in such manner as to cause as little inconvenience as practicable to the maintenance and use of the works of the Corporation and the company shall give twenty-eight days' notice in writing to the Corporation before commencing any such operation and the same so far as affecting or interfering with the works of the Corporation shall be conducted at the sight and to the reasonable satisfaction of the engineer of the Corporation and the company shall bear and on demand pay to the Corporation the reasonable expense incurred by them in inspecting such operations of the company or in assisting the company at their request in the execution of their operations:

(8) The Corporation shall pay to the company any extra expense which the company may reasonably incur or be put to in maintaining repairing altering or reconstructing their railways by reason of the construction

use existence or maintenance of work Aqueduct No. 2 and the amount of such extra expense if any shall unless settled by agreement be determined by the arbiter appointed as hereinafter in this section mentioned:

(9) Any difference between the Corporation and the company or their engineers in connection with anything in this section 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.

For protection of Caledonian Railway Company.

9. The following provisions for the protection of the Caledonian Railway Company (hereinafter 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 works or operations for the purpose of laying down executing maintaining repairing or renewing the said aqueducts or lines of pipes or other works by this Act authorised affecting any lines of railway canal or other works or land or other property belonging to or used or occupied by the company or any bridge or approaches thereto or the roadway on or under such bridge or other work belonging to or maintainable or repairable by the company or within sixty feet of any such lines of railway or canal the Corporation shall submit to the company plans sections working drawings and specifications thereof showing the manner in which such works or operations are to be carried out as well as the design material and mode of execution thereof for approval of the company which approval shall not be unreasonably withheld and that it shall be deemed to have been given unless the company signify their disapproval within twenty-eight days after submission of the said plans sections working drawings and specifications:

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(2) All the said works and operations shall be constructed carried on and completed in conformity only 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 such works shall be maintained repaired or renewed by the Corporation in all time coming at their sole cost at the sight and to the satisfaction of the company:

(3) The Corporation shall not without the previous consent in writing of the company enter upon or interfere with any railway canal or other works or land or other property belonging to or used or occupied by the company or any bridge or approaches thereto or the roadway on or under such bridge or other work belonging to or maintainable or repairable by the company further or otherwise than may be necessary for constructing and maintaining any works of the Corporation to be laid in upon over or under any such railway canal bridge work or land or other property and they shall not alter or interfere with the works of any such railway or canal and shall not (except as after-mentioned) take or acquire any lands or property of the company for the purposes of this Act but shall be entitled to take such a servitude only in upon over or under any land or property of the company as may be required for laying down and maintaining the said aqueducts or lines of pipes and other works in accordance with the provisions of this Act:

(4) The Corporation shall give twenty-eight days' previous notice in writing to the company of their intention to commence any of the works by this Act authorised which will affect the property or works of the company and no part of the said aqueducts or lines of pipes where they are to be constructed under the said canal or towing path or banks thereof shall be less than twenty feet below the ordinary top water-level of the canal at the point of crossing and all works at the several points of crossing of the said canals and at the crossing of the said railways on the level at Glebe Street Glasgow and within the distance of sixty feet

aforesaid shall be completed within the following periods (A) the crossing of the canal within six months (B) the crossing of the railway at Glebe Street within three months after the commencement thereof respectively and all other works shall be completed with all reasonable despatch Provided that the Corporation in executing maintaining or repairing the works at the said crossing at Glebe Street shall not without the written consent of the company do anything to interrupt the continuity of the traffic on the railways of the company there:

(5) The Corporation shall pay to and reimburse the company in all reasonable costs charges and expenses which they may incur in connection with the construction of the works authorised by this Act or the subsequent maintenance use alteration replacing or repair thereof including (without prejudice to the said generality) any expenses which the company may reasonably incur in connection with the employment of inspectors signalmen watchmen and others and for superintendence and all extra precautions for the safety and working of their traffic or protection of their property during execution or in connection with the maintenance use alteration replacing or repair of the said works:

(6) All the works and operations of the Corporation under this Act including the maintenance and any alteration replacing or repair thereof shall be constructed executed and completed by the Corporation at their sole risk and cost and so as not to injure or interfere with or endanger the structure or stability of any of the said railway canal or other works or lands or other property of the company in or about which the said aqueducts or lines of pipes are to be laid or to the roadway on or under any bridge belonging to or maintainable by the company or in or about the approaches thereto or to the electric telephonic or signalling apparatus belonging to or maintainable by the company and the Corporation shall if necessary underpin or otherwise strengthen or support such bridges and should any danger injury interruption impediment or interference to or with the passage or conduct of traffic on any such railway or canal or any leakage or loss of water from

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the canal be caused by or be in any way owing to the works or operations of the Corporation or the failure of or defect in the said aqueduct or lines of pipes or any works of the Corporation or be reasonably apprehended in connection therewith the Corporation shall free of all expense to the company execute and do all such works as may be necessary to restore remove or prevent such injury danger interruption or impediment and stop such loss of water as the case may be or the company in their option and for any of these purposes may enter upon the works or 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 or loss of water and the Corporation shall on demand repay to the company all reasonable costs and expenses incurred by them in connection therewith Provided further that the Corporation shall pay all costs and expenses and shall make reasonable compensation to the company for all loss or damage including loss of traffic caused by such works and operations interruption impediment or interference to or with the railways or canal or other works land or other property owned maintained or repairable or used or occupied by the company :

(7) Nothing in this Act contained or which may be done in pursuance thereof shall prevent the company if they have power to do so from maintaining and repairing and whenever in their discretion thought necessary renewing deviating widening enlarging altering or reconstructing their railways bridges or approaches or other works in connection therewith or from renewing deviating widening enlarging deepening repairing or altering the said canal or other works in connection therewith Provided that in the event of the company so deviating widening altering or reconstructing their railways bridges or approaches or other works or deviating widening enlarging deepening repairing or altering the said canal towing path banks or other works they shall conduct their operations in such manner as to cause as little damage and interference as practicable to and with the said works of the

Corporation hereby authorised and so as not to interfere with the supply of water through the same and that the company shall give twenty-eight days' notice in writing to the Corporation before commencing any such operations Provided that any extra expense which the company may incur in such maintenance repair renewal deviation widening enlarging deepening alteration or reconstruction by reason of the existence of the said works by this Act authorised shall be paid by the Corporation :

(8) The company may require the Corporation to purchase the area of ground extending to half an acre or thereby belonging to the company and situated near Possil Station in Balmore Road Glasgow through which the works of the Corporation are intended to pass and the Corporation if so required shall purchase said area at a price which failing agreement shall be settled by arbitration in terms of the Lands Clauses Consolidation (Scotland) Act 1845 as by this Act amended :

(9) 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.

Limits of deviation.

10. In the construction of the works by this Act authorised the Corporation may deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation marked thereon and vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and five feet downwards.

Corporation may acquire servitudes only.

11.—(1) The Corporation may in lieu of acquiring any lands for the purposes of the works by this Act authorised where the same are intended to be constructed underground or over or under railways or canals acquire such servitudes only in such lands as they may require for such purposes and may give notice to treat in respect of such servitudes describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such servitudes as fully as if the same were lands within the meaning of those Acts.

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(2) As regards any lands in respect of which the Corporation have acquired servitudes only under the provisions of this section the Corporation shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such servitudes have the same rights to use and cultivate the said lands at all times as if this Act had not been passed.

Provided always that nothing in this section contained shall authorise the Corporation to acquire by compulsion any such servitudes in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of a servitude only and every notice to treat for the acquisition of a servitude shall be endorsed with notice of this provision.

Period for compulsory purchase of lands.

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

Period for completion of works.

13. The works by this Act authorised shall be completed within five years after the passing of this Act and on the expiration of that period the powers by this Act granted to the Corporation for executing the said works shall cease except as to so much thereof as shall then be completed.

Additional land.

14. The Corporation may for the purposes of the water undertaking acquire by agreement or feu any quantity of land not exceeding in the whole five 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.

New works to form part of water undertaking.

15. The works to be constructed under the authority of this Act shall be deemed part of the water undertaking.

Application of Waterworks Clauses Act 1847.

16. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall for the purposes of enabling the Corporation to lay down maintain alter enlarge or renew the works by this Act authorised extend and apply to the roads and property respectively numbered on the deposited plans 28 29 66 67 and 68 in the parish of Glasgow in the county of Lanark in the same manner and to the same extent as if they were roads repairable by a local authority.

Separate pipes &c. for pumped water.

17. In cases where a sufficient supply of water cannot be afforded to a dwelling-house by gravitation within the limits of compulsory supply of water, of the Corporation and where a supply of pumped water is available the Corporation may require the owner of the dwelling-house to provide fit up and maintain to the reasonable satisfaction of the Corporation such service pipe and other apparatus distinct from the gravitation pipe as may be necessary for affording a supply of pumped water to such dwelling-house and the notice containing such requisition by the Corporation shall also inform the owner of his right of appeal to the sheriff within the period hereinafter mentioned.

Pipes &c. may be laid at expense of owner.

18. In the event of refusal or delay on the part of an owner to comply with any requisition of the Corporation given in pursuance of the immediately preceding section of this Act the Corporation may themselves enter such dwelling-house and provide and fit up such service pipe and other apparatus and recover the expense thereof from such owner Provided that if any question or difference shall arise between the Corporation and any owner under the immediately preceding section or this section of this Act either party may apply to the sheriff within fourteen days of the date of such requisition to determine the same and the sheriff shall determine such question or difference summarily and his decision shall be final and not subject to appeal or review.

Extension of time for works at Loch Arklet.

19. The period limited by section 20 (Periods for completion of works) of the Order of 1902 for the completion of the Works (1) (2) (3) and (4) authorised by Part II. (Water) of that Order is hereby extended for the period of two years from the eighteenth day of December one thousand nine hundred and twelve.

Borrowing powers for water.

20. The Corporation may borrow for the purpose of carrying out the powers conferred upon them by the Water Acts and by this Act any sum of money not exceeding three hundred thousand pounds in addition to the sum of four million pounds authorised to be borrowed by the Water Acts and they may again borrow any sums which may have been repaid by them otherwise than by the application of money received for lands and properties sold by them and by sinking fund provided by the Water Acts and any moneys so borrowed by them shall be deemed to have been borrowed under the powers and for the purposes of the Water Acts and this Act and shall form part of the moneys

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authorised to be borrowed under the Water Acts and the maximum sum which may be borrowed under the Water Acts is hereby increased accordingly.

Sinking fund.

21. The Corporation shall annually set apart as a sinking fund and pay into the loans fund not less than one sixtieth of the amount from time to time borrowed by them for the purposes of this Act and not paid off by other means than such sinking fund and they shall apply such sinking fund in paying off the principal sum so borrowed.

Amendment of certain sections of Water Acts.

22. Section 45 (Sinking fund) of the Act of 1885 shall be read and have effect as if the words "and pay into the loans "fund not less than one sixtieth of the amount from time to "time borrowed by them under the powers of this Act and "not paid off by other means than by sinking fund and such "sinking fund" were inserted therein in lieu of the words "a "sum not less than one pound ten shillings per centum per "annum on the amount which may have been from time to "time borrowed under the powers of this Act as from the date "of each respective borrowing and such sinking fund and the "accumulations thereof" and section 20 (As to sinking fund) of the Glasgow Corporation Waterworks Act 1892 and section 32 (As to sinking fund) of the Glasgow Corporation (Gas and Water) Act 1899 are hereby amended accordingly.

Provision as to future sinking fund.

23. Notwithstanding anything in the Water Acts and in this Act contained with respect to the contributions to be annually set aside as a sinking fund under the said Acts for repayment of borrowed money the Corporation shall from the date when full and final payment of such contributions has been made in respect of the sum of one million one hundred and twenty-four thousand three hundred and five pounds eleven shillings and elevenpence (being the amount borrowed under the said Acts at thirty-first May one thousand eight hundred and seventy-one) set apart as a sinking fund and pay into the loans fund in each year a sum of not less than two pounds per centum per annum on the total amount of money borrowed under the said Acts in excess of the said sum of one million one hundred and twenty-four thousand three hundred and five pounds eleven shillings and elevenpence and not paid off by other means than by sinking fund.

As to water annuities sinking fund.

24. The words "and the accumulations thereof" in section 46 (As to redemption of annuities) of the Act of 1885 shall only

have effect if and so long as the Corporation do not apply the sinking fund in respect of the said annuities in the manner therein or in section 23 (As to sinking funds Alteration of section 46 of Act of 1885) of the Glasgow Corporation Waterworks Act 1892 specified and except as in this section provided nothing in this Act shall affect or interfere with the provisions of the Water Acts with respect to the sinking fund for repayment of the Glasgow Corporation Waterworks Annuities.

Servitudes &c. by agreement.

25. 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 land 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 only of property.

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

Correction of errors in deposited

27. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any

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plans and book of reference.

lands shown on the deposited plans or described in the deposited book 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 for the correction thereof and if it appear to the 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 clerks of the counties of Dunbarton Lanark or Stirling as the case may be 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 with the other documents to which the same relate and thereupon the deposited plans and book 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.

Compensation to be settled by single arbiter.

28.—(1) All cases of disputed 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.

Confirming agreements with A. C. Carter Campbell's trustees.

29. The provisional agreement and the minute of agreement made between the trustees of the late Arthur Campbell Carter Campbell of the one part and the Corporation of the other part a copy of each of which is set forth in the Third and Fourth Schedules to this Act are hereby confirmed and made binding on the respective parties thereto who may respectively do all things necessary for carrying the said agreements into effect.

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

SECTIONS OF ACTS AND ORDER AMENDED BY THIS ACT.

Titles of Acts and Order.	Section amended.	Section of this Act authorising amendment.
Glasgow Corporation Waterworks Act 1885 - -	45	22
	46	24
Glasgow Corporation Waterworks Act 1892 - -	20	22
	23	24
Glasgow Corporation (Gas and Water) Act 1899 -	32	22
Glasgow Corporation (Water and General) Order 1902.	20	19
	26	20

THE SECOND SCHEDULE.

(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.
Glasgow - -	Lanark .- -	4 5 6 7 9 10 11 12 14 15 16 18 19 20 21 32 33 34 35 36 37 38 40 55 56 57 59 66 67 68 74

THE THIRD SCHEDULE.

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(Referred to in the section of this Act of which the marginal note is "Confirming agreements with A. C. Carter Campbell's trustees.")

PROVISIONAL AGREEMENT between WILLIAM HUGH MURRAY and ARCHIBALD ROBERT CRAUFURD PITMAN both writers to the Signet Edinburgh trustees acting under trust disposition and conveyance granted by Arthur Campbell Carter Campbell Esquire of Possil in the county of Lanark dated third and recorded for preservation as well as for publication in the Divisions of the General Register of Sasines for the county of the barony and regality of Glasgow and the county of Argyll tenth and in the Register of Sasines for the burgh of Glasgow twenty-eighth all days of September nineteen hundred and nine (hereinafter called "the first party") of the first part and the CORPORATION OF THE CITY OF GLASGOW acting in the execution of the Glasgow Water Acts eighteen hundred and fifty-five to nineteen hundred and nine (hereinafter called "the second party") of the second part.

Stamp.

Sixpence.

WHEREAS the second party are desirous of acquiring right to form a footpath from the Bishopbriggs or Kirkintilloch Road to the Balgrayhill Road over the lands of Possil and to lay and maintain in the said footpath a main water pipe And whereas the first party as trustees foresaid representing and in right of the said Arthur Campbell Carter Campbell heir of entail in possession of the said estate of Possil intend but do not bind themselves to make a road leading from the said Bishopbriggs or Kirkintilloch Road to the Balgrayhill Road and are willing to confer on the second party the right to form and maintain the said footpath along the line of the said proposed road until the formation of the said proposed road with a wayleave for the said main water pipe in the said footpath on the terms and conditions underwritten Therefore the parties hereto have agreed and do hereby agree with and to each other as follows videlicet:—

First The second party shall at their own expense form a proper footpath on the line shown on the plan or sketch annexed and signed by the parties as relative hereto along the line of the said proposed road (which the first party intend but do not bind themselves to make) leading from the Bishopbriggs Road to the Balgrayhill Road of the width and at the levels shown on and in accordance with the plans

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prepared by the surveyor for Possil Estate and approved of on behalf of the second party And the second party shall be bound to keep and maintain the said footpath in good order and repair until the said proposed road shall have been formed by the first party.

Second So soon as parliamentary authority shall be obtained for granting an effective title as provided for in Article Ninth hereof the first party shall grant to the second party a wayleave for the said main water pipe in said footpath and which pipe shall be laid and placed in its correct position in relation to the lines and levels of the said proposed road as and when the same may be made in accordance with the said plans submitted by the surveyor for Possil Estate and approved by the second party and the expense of any rectification or alteration in the line or levels of the said pipe which may become necessary when the said proposed road comes to be formed caused by the inaccurate laying of the said pipe shall be borne by the second party so far as the second party shall be responsible for any inaccuracy.

Third The second party shall remove from the lands of the first party the whole surplus material excavated by them in the execution of the foregoing works and shall coup same on one of the Possil Estate coups as convenient as possible to the footpath and for the privilege of so couping the said material shall pay to the first party threepence per cart load of material couped and the second party shall further erect and maintain at their own expense until the formation of the said proposed road a suitable and sufficient fence two feet outside of the ground occupied by the slopes of the cuttings and banks of the works as shown on said plan and sections on both sides of the said footpath to the satisfaction of the surveyor for the Possil Estate.

Fourth The second party shall have right to lay a main water pipe in and along Carron Street (formerly called Carlyle Street) between the second party's pumping station there and the said Bishopbriggs or Kirkintilloch Road the said pipe to be laid therein in its correct position in relation to the lines and levels of the street as these will actually exist when the street which at present is only partially formed is completed.

Fifth The second party shall have right to open up the said footpath and the said proposed road and Carron Street when made by the first party and that so far as necessary for the purpose of repairs to and maintenance or renewal of the said main water pipe subject always to their restoring the said proposed road as required by the Waterworks Clauses Act eighteen hundred and forty-seven and to the satisfaction of the surveyor for the time of Possil Estate.

Sixth Without prejudice to the provisions herein contained the proprietary rights of the first party the said Arthur Campbell Carter Campbell and the heirs of entail succeeding to him in the said estate

of Possil in the area of ground to be used for said footpath and the laying of said main water pipe shall be in no way lessened by the granting of these presents and in particular their right to grant feus of ground adjoining the said proposed road up to the centre thereof to include the said footpath and to charge feu duty at the usual rates therefor shall remain entire subject to the second party's right of access for purposes of repairs to and maintenance of the said main water pipe.

Seventh The second party shall undertake all responsibility of whatever nature and bear all expense for injury or damage arising from or out of the proposed works until such time as the said proposed roads shall have been formed by the first party and shall also pay all legal and engineering expenses incurred by the first party in connection with the proposed works including therein the expenses legal and engineering incurred by the first party in connection with previous proposals for a roadway suitable for tramway traffic.

Eighth So soon as parliamentary authority is obtained for the first party granting an effective title as provided in Article Ninth hereof the second party shall pay to the first party the sum of two hundred pounds in respect of the right to form the foresaid footpath and the wayleave for said main water pipe and all other privileges and facilities connected therewith Provided always that until said parliamentary authority is obtained the said sum shall be paid or deposited in terms of law the second party shall pay to the first party interest thereon at the rate of five per cent. per annum from the date when the second party shall begin to form the said footpath till the date of payment or deposit as aforesaid.

Ninth As the said estate of Possil is held by the said Arthur Campbell Carter Campbell under the fetters of a strict entail the second party undertake to apply to Parliament for the necessary powers to enable the first party to grant an effective title to the foresaid rights in favour of the second party by inserting in their first general Provisional Order a clause to give effect to this agreement.

Tenth This agreement shall only bind the future heirs of entail in so far as the first party is legally entitled to bind them and in the event of the death of the said Arthur Campbell Carter Campbell before the said parliamentary powers are obtained by the second party the second party shall have no claim against the first party or the personal representatives of the said Arthur Campbell Carter Campbell in respect of any consequent failure to carry these presents into execution.

Lastly The parties hereto bind and oblige themselves to perform their respective parts of the premises to each other under the penalty of fifty pounds sterling to be paid by the party failing to the party performing or willing to perform over and above performance.

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In witness whereof these presents written on this and the two preceding pages by Robert Christie Dewar clerk to the firm of John and Francis Anderson writers to the Signet Edinburgh are (under the declaration that the word "and" in the forty-first line of page second hereof is delete and that the word "said" is interlined to be read between the words "the" and "estate" in the forty-fifth line of page second hereof both before subscription) together with the said plan or sketch annexed hereto executed in duplicate as follows videlicet They are sealed with the seal of the Corporation of the city of Glasgow and subscribed by Archibald Campbell and Edward Watson two members of the said Corporation and by Adam Whitson Myles town clerk of said city on behalf of the said Corporation acting as aforesaid at Glasgow on the eleventh day of May nineteen hundred and eleven before these witnesses Thomas Miller Foubister writer City Chambers Glasgow and James Thomas Simpson clerk in the town clerk's office Glasgow and by the said William Hugh Murray and Archibald Robert Craufurd Pitman as trustees foresaid both at Edinburgh on the twelfth day of said month of May and year last mentioned before these witnesses Alfred Donald McLean and Thomas Patrick Forsyth both clerks to the said firm of John and Francis Anderson.

ALF. D. MCLEAN. Witness.
THOMAS P. FORSYTH.
T. M. FOUBISTER. Witness.
JAS. T. SIMPSON. Witness.

WM. HUGH MURRAY.
A. R. C. PITMAN.
ARCHD. CAMPBELL.
EDWARD WATSON.
A. W. MYLES Town Clerk.

Seal of the Corporation of the city of Glasgow.

THE FOURTH SCHEDULE.

(Referred to in the section of this Act of which the marginal note is "Confirming agreements with A. C. Carter Campbell's trustees.")

Stamp.

Sixpence.

MINUTE OF AGREEMENT between WILLIAM HUGH MURRAY and ARCHIBALD ROBERT CRAUFURD PITMAN both writers to the Signet Edinburgh trustees acting under trust disposition and conveyance granted by Arthur Campbell Carter Campbell Esquire of Possil in the county of Lanark dated third and recorded for preservation as well as for publication in the Divisions of the General Register of Sasines for the county

of the barony and regality of Glasgow and the county of Argyll tenth and in the Register of Sasines for the burgh of Glasgow twenty-eighth all days of September nineteen hundred and nine (hereinafter called "the first party") of the first part and the CORPORATION OF THE CITY OF GLASGOW acting in the execution of the Glasgow Water Acts eighteen hundred and fifty-five to nineteen hundred and nine (hereinafter called "the second party") of the second part.

WHEREAS the second party have applied for an Order of the Secretary of Scotland (the short title of which Order is the Glasgow Corporation Order 1912) to be confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899 whereby (inter alia) power is sought by the second party to make and maintain in the lines and according to the levels shown on the deposited plans and sections the works described in said Order with all proper conveniences connected therewith and to enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as might be required for that purpose or in lieu of acquiring lands for the purposes of said works to acquire such servitudes only as might be required for said purposes And whereas parts of said intended works are proposed to be constructed in or through the lands of the first party and with that view the parties hereto have agreed and do hereby agree with and to each other but subject always to the said Order being obtained and confirmed by Parliament and this agreement being thereby confirmed and made binding on the parties hereto as follows viz.:—

First The first party shall grant in favour of the second party a perpetual servitude right privilege and tolerance of wayleave for the laying and maintaining an aqueduct or aqueducts in through and over (Primo) that piece of ground containing an area of two hundred and eighty square yards or thereby imperial standard measure lying to the south of the Forth and Clyde Canal bounded on the north by the lands of the Caledonian Railway Company on the west by parts of the lands of Possil feued to James Clelland and on the east and south by the lands of Possil as delineated within the boundaries coloured red on the plan marked No. 1 annexed and subscribed as relative hereto and forming part of the enclosure marked 12 (parish of Glasgow) on the parliamentary plans deposited with reference to said Order and (Secundo) that stripe of ground fifteen feet in width lying chiefly through ground intended to be formed into a street and containing an area of eight hundred and ten square yards or thereby imperial standard measure part of the said lands of Possil as the same lying to the west of Balmore Road is delineated and coloured red on the plan marked No. 3 annexed and subscribed as relative hereto and is part of the enclosure marked 56 (parish of Glasgow) on the said parliamentary plans.

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Second The first party shall sell and dispone to the second party (Primo) that portion of ground containing one hundred and ninety-two square yards or thereby imperial standard measure lying on the east-by-north side of the public road leading from Balmore viâ Lambhill to Glasgow and south side of the Lanarkshire and Dumbartonshire Railway as the said portion of ground is delineated within the boundaries coloured red on the plan marked No. 2 and annexed and subscribed as relative hereto and is part of the enclosure marked 18 (parish of Glasgow) on the said parliamentary plans and (Secundo) that portion of ground containing one hundred and forty-six square yards or thereby imperial standard measure lying on the east side of the said public road leading from Balmore to Glasgow bounded on the west by a plot of ground belonging to the second party now part and portion of the said public road on the north by the property of the School Board of Glasgow on a line which is to be the centre of a proposed street sixty feet in breadth on the east by the lands of Possil and on the south by the Maryhill branch of the North British Railway which last-mentioned portion of ground is delineated within the boundaries coloured red on the said plan marked No. 2 and is also part of the said enclosure marked 18 (parish of Glasgow) on the said parliamentary plans which stripes and portions of ground hereinbefore described in Article First and this article are parts and portions of the lands of Possil and others lying formerly in the barony parish of Glasgow now the parish of Glasgow and sheriffdom of Lanark particularly described in disposition and deed of entail granted by the trustees of the deceased John Campbell Esquire of Possil in favour of Celestine Norman Lamont second son of the late Archibald James Lamont of Lamont and to the heirs male of his body whom failing as therein mentioned dated seventh and thirteenth August and recorded in the Register of Entails eleventh September in the Register of Sasines for the burgh of Glasgow fourteenth October and in the Division of the General Register of Sasines applicable to the county of the barony and regality of Glasgow for publication and also as in the books of council and session for preservation eighteenth December all in the year eighteen hundred and ninety-one.

Third The second party shall pay to the first party the sum of three hundred and twenty-one pounds one shilling and ninepence sterling as the price including ten per cent. for compulsory sale of the lands and servitudes to be conveyed by the first party to the second party in terms of the first and second articles of this agreement which price shall be payable within one month from the date of the passing of the Act of Parliament confirming said Order with interest thereon at the rate of five per centum per annum after the expiry of said month and on payment of said price with interest if such shall be due the first party shall deliver to the second party a

valid conveyance free of all burdens in favour of the second party of the said lands and servitudes. A.D. 1912.

Fourth The second party shall throw the said portion of ground containing one hundred and ninety-two square yards or thereby lying on the east-by-north side of Balmore Road and south side of the Lanarkshire and Dumbartonshire Railway into street or footpath when the proposed road to the south of that railway is formed or when building developments take place and the first party in consideration of the second party being at the expense of the proposed new footpath and fencing shall without further compensation give up the piece of agricultural ground (extending to one hundred and ninety-three square yards or thereby) required for the footpath immediately north of the Possil School.

Fifth With regard to the said portion of ground containing one hundred and forty-six square yards or thereby lying on the south side of Possil School and north side of the Maryhill branch of the North British Railway the second party shall (when the requisite adjoining grounds are acquired) throw the same into footpath with suitable retaining walls and a safe iron fence and shall carry the footpath over the additional ground to be got from other proprietors to the south so as to form one wide footpath covering all their pipes but the first party shall be entitled in the feuing off or otherwise dealing with their adjoining lands to build against said retaining wall and to remove said iron fence so as to have suitable access to their lands at this part.

Sixth With regard to the servitude over said piece of ground (containing eight hundred and ten square yards or thereby) lying to the west of Balmore Road the first party reserve full right to feu their lands including said piece of ground at that part and to charge feu duty therefor and to carry railway sidings by bridges or otherwise over said piece of ground to any railway or otherwise deal with the same in exercise of their proprietary rights except that they shall not be entitled to build upon the said piece of ground nor to place on or beneath the same anything which in the opinion of the second party might be inconsistent with their proper use of the said piece of ground for the purpose of accommodating an aqueduct nor hinder free access to the aqueduct from said piece of ground not less than fifteen feet wide and in the event of a railway siding or other erection being carried above the level of the ground a headroom of not less than fifteen feet above the water-run of the aqueduct intended to be laid by the second party in the said piece of ground shall be left by the first party or those in their right and in view of and in the event of a railway siding or other erection being made by the first party or those in their right at or about the level of the ground the second party shall lay their aqueduct in such a way as will permit them to have access thereto in the easiest possible manner by digging down from

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the surface if necessary and removing and replacing a cover plate or plates and the necessary amount of railway ballast or other superficial material in such manner as shall cause the least possible obstruction to the first party or those in their right in the use of the said sidings or other erections The said aqueduct shall be laid to suit the levels to be fixed by the first party of an intended street along which it shall partly be laid and also to suit the levels of the ground adjoining said intended street as the same shall be governed by the levels of said intended street.

Seventh In respect the second party have agreed with the county council of Lanarkshire for the laying of pipes in the footpath on the west side of Possil Road at Lambhill the question of liability by the second party to the first party for payment of compensation for wayleave is in the meantime reserved but if it should be found by arbitration or otherwise as may be mutually arranged between the parties that the first party are entitled to such compensation the same shall be held to be at the rate of eight hundred pounds per acre for the area ascertained to be necessary for the said wayleave on payment of which compensation the first party shall be bound to grant in favour of the second party a perpetual servitude right privilege and tolerance of wayleave over the said area similar to that provided for in Article First hereof.

Eighth With regard to the ground or wayleave to be acquired by the second party from the Lanarkshire and Dumbartonshire Railway Company north of that railway no arrangement to be made thereanent shall in any way affect the existing liability of the said railway company relative to the cattle creep which cattle creep will be continued through the works of the second party of dimensions not less than those of the present creep.

Ninth As the said estate of Possil is held by the said Arthur Campbell Carter Campbell under the fetters of a strict entail this agreement shall only come into effect when the same is confirmed by the said Order and by Parliament and thereby made binding on the parties hereto.

Tenth The expenses of and connected with this agreement including all preliminary negotiations and of all deeds for carrying the same into effect shall be borne by the second party.

Lastly The parties hereto bind and oblige themselves to perform their respective parts of the premises to each other under the penalty of fifty pounds sterling to be paid by the party failing to the party performing or willing to perform over and above performance.

In witness whereof these presents duly stamped written on this and the four preceding pages by Thomas McKenzie clerk in the town clerk's office Glasgow (the word "railway" being interlined so as to be read at the end of the forty-second line counting from the top of page second)

are sealed with the seal of the Corporation of the city of Glasgow and subscribed by William Maclure and William Hay Hannay two members of the said Corporation and by John Lindsay town clerk of said city on behalf of the said Corporation acting as aforesaid at Glasgow on the twenty-first day of March nineteen hundred and twelve years before these witnesses Allan Stevenson writer City Chambers Glasgow and Robert Crawford clerk in the said town clerk's office and are also subscribed by the said William Hugh Murray and Archibald Robert Craufurd Pitman as trustees foresaid both at Edinburgh on the twenty-third day of the month and year last mentioned before these witnesses Marcus George Grant and Thomas Patrick Forsyth both clerks to Messrs. John and Francis Anderson writers to the Signet forty-eight Castle Street Edinburgh.

(Sgd.) ALLAN STEVENSON Witness.	(Sgd.) WM. MACLURE.
„ R. CRAWFORD Witness.	„ W. H. HANNAY.
	„ J. LINDSAY Town Clerk.
„ MARCUS G. GRANT Witness.	„ WM. HUGH MURRAY.
„ THOMAS P. FORSYTH Witness.	„ A. R. C. PITMAN.

The common seal of the city of Glasgow.

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