ANNO TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap.* XXXV.

**An Act to enable the Trustees of the Port and Harbours of *Greenock* to construct a new Quay, and Accesses and other Works; and for other Purposes. [31st *May* 1867.]**

WHEREAS by "The *Greenock* Port and Harbours Act, 1866," the Acts in relation to the Port and Harbours of *Greenock* were consolidated, and the Trustees under the said Act were thereby incorporated under the Name and Style of the Trustees of the Port and Harbours of *Greenock*, and were authorized to construct a new Harbour and Graving Dock and other Works, and to levy Rates, and to borrow Money, and to exercise the other Powers by the said Act conferred: And whereas owing to the great and increasing Traffic at the Harbour Works of the said Trustees it is expedient that, in addition to the Works by the said Act authorized, the said Trustees should be authorized to construct a new Quay to the West of the *Albert* Harbour, with Accesses to the same, and also to improve the Access to the said *Albert* Harbour, and to make Arrangements with the Railway Companies of which the Lines terminate at or near the said Quay for the Use of the same, and that the said

29 & 30 Vict. c. clvi. (*Local.*)

Trustees should be authorized to exercise the other Powers by this Act conferred; but the said Purposes cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same:

Short Title.

**1.** This Act may be cited for all Purposes as "The *Greenock* Port and Harbours Act, 1867."

Interpretation of Terms.

**2.** The following Words and Expressions in the Act shall have the several Meanings hereby assigned to them:

"The Trustees" shall mean the Trustees of the Port and Harbours of *Greenock* incorporated by the recited Act:

"The Board of Police" shall mean the Board of Police of *Greenock* incorporated by "The *Greenock* Police and Improvement Act, 1865:"

"The Magistrates" shall mean the Provost and Bailies of *Greenock*.

Commencement of Act.

**3.** This Act shall commence and take effect from the Expiry of One Month from the passing of the same.

8 & 9 Vict. c. 19., 23 & 24 Vict. c. 106., 10 & 11 Vict. cc. 16. & 27., and 26 & 27 Vict. c. 92., incorporated.

**4.** "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Acts Amendment Act, 1860," "The Commissioners Clauses Act, 1847," "The Harbours, Docks, and Piers Clauses Act, 1847," and the Provisions of "The Railways Clauses Act, 1863," for the Protection of Navigation, in so far as the said several Acts and Provisions are incorporated with the recited Act, shall be and the same are hereby incorporated with this Act: Provided always, that the Words "Work" and "Railway" in "The Railways Clauses Act, 1863," shall be taken to mean the Quay and Works by this Act authorized, and the Word "Company" of the said Act shall apply to the Trustees.

Power to borrow Money.

**5.** And whereas the Trustees were under the recited Act authorized from Time to Time to borrow at Interest, on the Credit of the several Rates and Duties by that Act granted, and the other Revenues of the Trust, for the Purchase of Lands and the Execution of the Works by that Act authorized, and for the general Purposes of the Trust, any Sums of Money which, together with any Sums previously borrowed, should not exceed the Sum of Six hundred and fifty thousand Pounds: Be it enacted, That the Trustees may, under Authority of this Act, and for the Purchase of Lands and Execution of Works by this Act authorized, borrow at Interest, on the Security of the Rates and

and Duties by the said Act and by this Act granted, and the other Revenues of the Trust, any Sum which together with the said Sum of Six hundred and fifty thousand Pounds shall not exceed Seven hundred and fifty thousand Pounds; and in the event of any Part of such Sum of Money being repaid by the Trustees excepting by means of the Sinking Fund in the recited Act provided, they may reborrow the same, and so *toties quoties*, but so nevertheless that there shall not be owing on the Security aforesaid any more than the Sum of Seven hundred and fifty thousand Pounds in the whole at any One Time; and for securing the Repayment of the Money so borrowed, with Interest, the Trustees, or any Three or more of them, may assign over the said Rates and Duties or other Revenues, or any Part thereof, to the Person who shall advance or lend such Money, as a Security for the Payment of the Money so to be borrowed, together with Interest for the same.

Provisions of recited Act as to borrowing extended to this Act.

**6.** All Monies to be borrowed under the Authority of this Act may be borrowed in the several Ways and Manners by the recited Act provided, and may be secured and the Security therefor be transferred in such Manner and Form as is directed by the recited Act with respect to the Money borrowed or to be borrowed under the Authority thereof; and all the Provisions of the recited Act with respect to the borrowing and to the Security, and to the Transfer or Assignment, and to the Repayment of the Sums thereby authorized to be borrowed by means of the Sinking Fund, shall extend and apply to the Monies by this Act authorized to be borrowed; provided that in regard to Sums to be borrowed under Authority of this Act the Deed of Assignment shall bear Reference to this Act as well as to the recited Act, and that the Form of Transfer of Assignments and the Provision as to the Registration of Transfers contained in the recited Act shall apply to the Transfer of all Sums borrowed and due by the Trust.

Application of Money borrowed.

**7.** All Monies which shall be borrowed by the Trustees under the Provisions of this Act shall be applied in and for the Purchase of the Lands and the Construction of the Works authorized to be purchased and constructed by this Act, and generally in carrying this Act into execution.

Rates, &c. under recited Act to be Rates, &c. under this Act.

**8.** The Rates and Duties leviable under the recited Act shall be the Rates and Duties to be levied by the Trustees at and for the Use of the Quay by this Act authorized, and the several Works and Conveniences connected therewith.

Rates under this Act to be liable to all Obliga-

**9.** The Rates and Duties to be levied for and at the Quay and Works and Conveniences by this Act authorized, and other Revenue to

tions affecting Rates under recited Act.

to be derived therefrom, shall be subject and liable to all the Debts, Claims, and Demands whatsoever to which the Rates, Duties, and Revenues of the Trust are subject under the recited Act, as well as to the Sums to be borrowed under the Authority of this Act; and all Assignments or other Securities granted under Authority of the recited Act shall be as effectually charged upon the Rates, Duties, and Revenues to arise from the Works and Conveniences to be executed under Authority of this Act as if such Rates, Duties, and Revenues had been specifically and expressly charged by such Assignments or other Securities.

Power to construct Works according to deposited Plans.

**10.** And whereas Plans and Sections of the proposed Quay, Accesses, and other Works, showing the Lines, Situation, and Levels thereof respectively, and the Limits within which the same are to be constructed, and the Lands and Property to be or that may be acquired therefor, and also a Book of Reference thereto containing the Names of the Owners and Occupiers of such Lands and Property, have been deposited with the Principal Sheriff Clerk of the County of *Renfrew* at *Greenock*: Be it enacted, That, subject to the Provisions in this and the incorporated Acts contained, the Trustees may make and maintain the said Works in the Situation and upon the Lands delineated upon the said Plans and described in the said Book of Reference, or such Portion of the said Works as the Trustees may determine, and according to the Levels defined in the said Sections, and within the Limits aforesaid may make and maintain such Works, and all such Piers, Jetties, Landing Places, Slips, Approaches, and other Works and Conveniences, as they may think necessary, and may enter upon, take, and use such of the said Lands and Property delineated in the said Plans as shall be necessary for that Purpose.

Description of Works.

**11.** The Works to be executed under this Act are the following:—

First. A Quay commencing at a Point being the North-western Termination of the Sea Wall of *Albert* Harbour, and running thence in a North-westerly Direction for Five hundred and twenty-seven Yards or thereby to a Point One hundred and forty-seven Yards or thereby North-eastwards of the Sea Wall of the *Esplanade*, thence returning for One hundred and fifty-three Yards or thereby to a Point in a straight Line drawn in continuation of the Line of the Western Side of *Forsyth Street*, and thence running in a South-westerly Direction One hundred and thirty-three Yards or thereby, and terminating at the Sea Wall of the *Esplanade* at a Point in the Line of the West Side of *Forsyth Street*:

Second. An Access to the said Quay and Works by way of *Campbell Street* by the Alteration and Adjustment of the Levels of the said last-mentioned Street from where *Brougham Street* crosses the same to the *Esplanade*, and the Construction of a Road in continuation of the same in a North-easterly Direction across the *Esplanade*, and for a Distance of One hundred and seventy Yards or thereby from the Sea Wall of the *Esplanade* so crossed:

Third. An Access to the said Quay and Works by Formation of a new Road or Street in continuation of *Forsyth Street*, commencing where the said last-mentioned Street joins the *Esplanade*, crossing the said *Esplanade*, and running in a North-easterly Direction for One hundred and twenty Yards from the Sea Wall of the said *Esplanade* so crossed:

Fourth. An Improvement of the Access to the *Albert* Harbour from *West Blackhall Street* by Formation of a new Road or Street in continuation of *Jamaica Street*, commencing at the North Side of *West Blackhall Street* opposite *Jamaica Street*, and running in a North-easterly Direction for Seventy Yards or thereby, and terminating at the South Side of *Crawfurd Street*, opposite *Ardgowan Street*:

All of which Quay, Accesses, and other Works, and the Lands, Houses, and Property to be taken for the Purpose thereof, are and will be situated in the West Parish or Parish of *Greenock* and Town of *Greenock* and County of *Renfrew*, and in the Frith of *Clyde* adjacent thereto.

Power to deviate.

**12.** In constructing the Works by this Act authorized the Trustees may deviate laterally from the Lines delineated on the said Plans deposited as aforesaid to the Extent of the Limits of Deviation defined on such Plans, and may deviate vertically from the Levels of the said Works as referred to the Datum Lines described in the Sections deposited as aforesaid, and as marked on the same, in regard to any Street to any Extent not exceeding Two Feet.

Powers for compulsory Purchases limited.

**13.** The Powers granted by this Act and the Acts herewith incorporated for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for completing Works.

**14.** The Works hereby authorized to be constructed shall be completed within Nine Years after the passing of this Act, and on the Expiration of such Period the Powers by this Act and the Acts incorporated herewith given to the Trustees for constructing the said

Works shall cease to be exercised, except as to so much of the Works as shall then be completed.

Provision as to taking Houses belonging to Labouring Classes.

**15.** The Trustees shall, not less than Eight Weeks before they take in the Parish in which the Quay, Accesses, and other Works authorized by this Act are situated Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within reasonable Distance from such Houses; and the Trustees shall not take any such Houses until they have obtained the Certificate of One of Her Majesty's Justices of the Peace that it has been proved to his Satisfaction that the Trustees have made known their Intention to take the same in manner herein-before provided.

Power to alter Plans and Sections with Sanction of the Board of Trade.

**16.** The Trustees within the Limits aforesaid may make any Deviation from or Alteration on the Plans and Sections deposited as aforesaid of the Works authorized by this Act which to them may appear expedient: Provided always, that they shall, before adopting and carrying the same into execution, submit the Plans and Sections of such Deviation or Alteration to the Board of Trade, and no such Deviation or Alteration shall be adopted or executed by the Trustees unless approved by the said Board of Trade, signified in Writing under the Hand of the Secretary or otherwise, as they may think proper.

Lands for extraordinary Purposes.

**17.** The Quantity of Land adjoining or near to the Port and Harbours which the Trustees may by Agreement purchase or feu for extraordinary Purposes, beyond the Lands authorized to be taken compulsorily by this Act, shall not exceed Five Acres for the Construction of Works and for Timber Ponds and other Accommodation in connexion with the Harbours.

Confirmation of Agreement between the Trustees and the Caledonian and Greenock and Ayrshire Railway Companies.

**18.** Whereas by "The *Greenock and Ayrshire* Railway Act, 1865," the *Greenock and Ayrshire* Railway Company was authorized to construct a Railway commencing near *Clyde Crescent* in *Greenock*, and terminating by a Junction with the Main Line of the *Glasgow and South-western* Railway Company near *Garthland Bridge* in the Parish of *Lochwinnoch*, but it was provided that nothing in that Act or the Acts therewith incorporated should authorize the *Greenock and Ayrshire* Railway Company to extend the Railway before described, or any Sidings in connexion therewith, to the Northward of the Line of the said Railway as shown on the Plans deposited with reference to the Act, except with Consent of the Trustees: And whereas by "The *Caledonian* Railway (*Greenock* and *Gourock* Extensions) Act,

Act, 1866," the *Caledonian* Railway Company was authorized to construct a Railway commencing by a Junction with another Railway thereby authorized to be constructed about Five Chains Southward from the Point of Intersection of *Brougham Street* and *Forsyth Street* in the Town of *Greenock*, and terminating at or near the Northern Corner of the *Albert* Harbour of *Greenock*, Part of the Undertaking of the Trustees, but it was provided that the said *Caledonian* Railway Company should not commence the Execution of that Portion of the Line which lies to the Eastward of a Point on that Line Two Furlongs and One Chain from the Commencement thereof until they submitted to the Trustees a detailed Plan and Sections of that Portion of the said Line as they proposed to execute the same, nor until the Line and Levels on which the said Portion of Line was to be executed (consistently with the Limits of Deviation by that Act and the Acts incorporated therewith prescribed) had been agreed upon between the *Caledonian* Railway Company and the Trustees, or, failing such Agreement, had been determined by an Engineer to be appointed by the Board of Trade on the Application of either Party: And whereas the Trustees, under the Provisions of this Act, seek to obtain Power to acquire compulsorily Lands authorized to be taken by the Acts above recited, and the Works by this Act authorized will otherwise interfere with the Works of the said Railway Companies: And whereas, with reference to the above-recited Provisions of the said respective Acts of the said Two Railway Companies, an Agreement dated the Eighteenth and Twentieth Days of *March* One thousand eight hundred and sixty-seven, a Copy of which is contained in the Schedule to this Act annexed, was entered into between the Trustees and the said *Caledonian* Railway Company and *Greenock and Ayrshire* Railway Company, and it is expedient that the said Agreement should be by this Act confirmed: Be it enacted, That the said Agreement shall be and is hereby confirmed, and shall be valid and obligatory upon the Trustees and the *Caledonian* Railway Company and *Greenock and Ayrshire* Railway Company respectively.

Works now authorized to be Part of Undertaking of Trustees.

**19.** Subject to the Provisions of this Act, the Works authorized by this Act are hereby declared to be Part of the Undertaking of the Trustees in the same Manner and as fully in all respects as if they had been executed under Authority of the recited Act.

Street No. 4 to be vested in Board of Police.

**20.** When and so soon as the new Road or Street for improving the Access to *Albert* Harbour, Number Four of the Works before described, shall have been made up and completed, the Management and exclusive Control of the same shall be vested in the Board of Police, who shall be bound to maintain the same under "The *Greenock* Police and Improvement Act, 1865," in the same Way and Manner

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in all respects as Streets similarly situated are maintained under the said Act, and the Provisions of the said Act shall so far as applicable apply to such Road or Street.

Police Jurisdiction of Magistrates and Board of Police extended to Works authorized by this Act.

**21.** The Police Jurisdiction, Powers and Authorities, of the Magistrates and of the Board of Police, declared by the recited Act to extend within the Limits of the Port and Harbours of *Greenock*, shall be extended and applied, and the same are hereby declared to extend and apply, to the Works authorized by this Act.

Nothing to exempt Works from Provisions of Merchant Shipping Acts.

**22.** Nothing in this Act contained shall be deemed to exempt the Quay and Works by this Act authorized, or the Trustees, from the Provisions of "The Merchant Shipping Act, 1854," or "The Merchant Shipping Act Amendment Act, 1855," or of any General Act relating to Harbours or Docks, or Dues on Shipping, or on Goods carried in Ships, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Rates authorized by this Act.

Saving Rights of the Crown.

**23.** Nothing contained in this Act or to be done under the Authority thereof shall in any Manner affect the Title to any of the Subjects, or any Rights, Powers, or Authorities, mentioned in or reserved by Sections 21 and 22 of the Crown Lands Act, 1866, or shall divest, alter, or affect any other Estate, Right, or Interest belonging to the Queen's most Excellent Majesty, Her Heirs or Successors.

Saving Rights of the Crown in the Foreshore.

**24.** Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Trustees to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, the Management of which is vested in the Board of Trade, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights as to future Accretions.

**25.** If any Land to the Seaward of the Lands by this Act authorized to be embanked or reclaimed shall at any Time after the Execution of any Works under the Authority of this Act become raised in Height or reclaimed, whether gradually or imperceptibly or otherwise, so as to be above instead of being, as all Land to the Seaward

Seaward of the Lands by this Act authorized to be reclaimed now is, below the Limit of ordinary High-water Mark, the Trustees shall not, by virtue of the Ownership of any Lands which they are by this Act empowered to reclaim, have any Estate, Right, or Interest in or to the Lands so raised in Height or reclaimed by reason that such raising or Reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the Works by this Act authorized, or otherwise, but the Right and Title to the Soil and Freehold of such Land when so raised or reclaimed shall continue vested in the Queen's Majesty, or such other Corporation or Person or Persons as is or are at the Time of the passing of this Act entitled to the same, and as if the same had continued as the same now is subject to the Flow and Reflow of the ordinary Tides.

Saving Rights and Jurisdictions.

**26.** Nothing in this Act contained shall extend or be construed to extend or take away, alter, abridge, lessen, or encroach upon any Jurisdiction or Power of the Magistrates and Council of *Greenock*, or the Board of Police, or of the Commissioners of the Northern Lighthouses; and also saving and reserving to the Lord Provost, Magistrates, and Town Council of *Glasgow*, the Parliamentary Trustees on the River *Clyde*, and Bailie on the said River, and Pilot Board of the River and Frith of *Clyde*, all Rights and Privileges which they have and possess in and upon the River or Frith of *Clyde*; and to them and to the said Magistrates and Council of *Greenock*, the *Shaws Water* Joint Stock Company, Sir *Michael Robert Shaw Stewart* Baronet, and his Heirs in the Estate of *Greenock*, *Thomas Macknight Crawfurd* Esquire, of *Cartsburn*, and his Heirs in the Estate of *Cartsburn*, and *Duncan Darroch* Esquire, of *Gourock*, and his Heirs in the Estate of *Gourock*, and to all other Lords of Baronies, and to all Bodies Politic or Corporate, all their legal Rights, Estates, and Interest in the Premises in so far as the same may not be inconsistent with the Powers and Provisions of this Act; and nothing herein contained shall hurt or prejudice the Charter granted to the Town of *Greenock* in the Year One thousand seven hundred and fifty-one by the deceased Sir *John Shaw* of *Greenock* Baronet, nor the Feu Contract betwixt *John Shaw Stewart* Esquire and the Magistrates and Council of *Greenock* dated in the Year One thousand seven hundred and seventy-two, or any Rights, Privileges, or Dues thereby conferred or thence arising, so far as consistent with the Provisions of this Act.

Rights of Public Works Loan Commissioners not to be affected.

**27.** Nothing in this Act contained shall prejudice or affect the Rights or Remedies of the Public Works Loan Commissioners, or their Secretary, in respect of their Securities for any Monies which at the Time of the passing of this Act may have been advanced by them

them to the Trustees or their Predecessors in Office, and may remain due, or for any Interest on such Monies.

Expenses of Act.

**28.** The Costs, Charges, and Expenses of obtaining and passing this Act and incident thereto shall be paid by the Trustees out of the Rates, Duties, and Revenues of the Trust, or out of Monies to be borrowed under Authority of the recited Act or this Act.

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## SCHEDULE.

AGREEMENT between the TRUSTEES of the PORT and HARBOURS of GREENOCK, herein-after called the Trustees, THE CALEDONIAN RAILWAY COMPANY, and THE GREENOCK AND AYRSHIRE RAILWAY COMPANY.

WHEREAS by "The Greenock and Ayrshire Railway Act, 1865," the Greenock and Ayrshire Railway Company was, inter alia, authorized to construct a Railway commencing near Clyde Crescent in the Burgh of Greenock, and terminating by a Junction with the Main Line of the Glasgow and South-western Railway Company near Garthland Bridge in the Parish of Lochwinnoch, but it was provided that nothing in that Act or the Acts therewith incorporated should authorize the Greenock and Ayrshire Railway Company to extend the Railway before described, or any Sidings in connexion therewith, to the Northward of the Line of the said Railway as shown on the Plans deposited with reference to the Act, except with the Consent of the Trustees: And whereas by "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," the said Caledonian Railway Company was, inter alia, authorized to construct a Railway commencing by a Junction with another Railway thereby authorized to be constructed about Five Chains Southward from the Point of Intersection of Brougham Street and Forsyth Street in the Town of Greenock, and terminating at or near the Northern Corner of the Albert Harbour of Greenock, Part of the Undertaking of the Trustees; but it was provided that the Caledonian Railway Company should not commence the Execution of that Portion of the Line which lies to the Eastward of a Point on that Line Two Furlongs and One Chain from the Commencement thereof until they submitted to the Trustees a detailed Plan and Sections of that Portion of the said Line as they proposed to execute the same, nor until the Line and Levels on which the said Portion of Line was to be executed (consistently with the Limits of Deviation by that Act and the Acts incorporated therewith prescribed) had been agreed upon between the Caledonian Railway Company and the Trustees, or, failing such Agreement, had been determined by an Engineer to be appointed by the Board of Trade on the Application of either Party: And whereas the Trustees are the Promoters in the present Session of Parliament of a Bill to enable them to construct a new Quay and Accesses and other Works, and for other Purposes, by which they seek Power, among other things, to acquire compulsorily Lands authorized to be taken by the Acts above recited for the Execution of the Works thereby authorized, and otherwise interfere with the Works of the said Companies, and the said Companies have severally presented Petitions to Parliament against the Bill: And whereas, with reference to the above-recited Provisions in the said respective Acts of the said Two Railway Companies, the Arrangements herein-after expressed have been made between the Parties hereto, and in consideration thereof

thereof it has been agreed between the Parties hereto that the said Petitions shall be withdrawn on these Presents being entered into: It is therefore hereby agreed between the Parties hereto as follows; viz.:

First. The Caledonian Railway Company shall not exercise the Powers of their said Act to the effect of acquiring any Lands or Property or of executing any Works to the West of a Line in continuation Northwards of the centre Line of Campbell Street nearer to the Face of the Sea Wall of the Quay proposed by the Trustees than One hundred and fifty Feet:

Second. The Caledonian Railway Company shall, from the East of a Line in continuation of the East Side of Campbell Street, be entitled to lay down and maintain Lines of Rail in the Direction of the South Side of Albert Harbour, and on a Level with the Cope of the Quay thereof, as far as a Line in continuation of the West Side of Patrick Street, which Lines of Rail shall have Eight Feet Side Room on each Side, and shall occupy, with such Side Room, the Lands shown and coloured Green on a Plan prepared by Robert Bruce Bell, Civil Engineer in Glasgow, and signed by the Parties as relative to this Agreement:

Third. The Greenock and Ayrshire Railway Company shall be entitled, as shown on the said Plan, to carry their Station across the said Lines of Rail and Eight Feet Side Room on each Side thereof of the Caledonian Railway Company, covering over a Length of the said Lines and Side Room not exceeding One hundred and fifty Feet by a single Span of Seventy-six Feet on the square with Fourteen Feet of Headway:

Fourth. In executing the Access to the Quay and Works by way of Campbell Street proposed to be authorized by the Bill of the Trustees, the Trustees shall carry the said Access over the said Lines of Rails and Side Room of the Caledonian Railway Company by a Bridge of One Span of not less than Seventy-six Feet on the square with Fourteen Feet of Headway; and the Trustees shall, if required by the Caledonian Railway Company, carry the said Access not further Westward than the central Line of the same as shown on the Plans deposited with reference to the said Bill, but shall execute the same on the Lands acquired or authorized to be acquired by the Trustees and by the Caledonian Railway Company so that the said Access shall notwithstanding be Sixty Feet wide:

Fifth. The Caledonian Railway Company and the Greenock and Ayrshire Railway Company shall each contribute and pay to the Trustees, to Account of the Cost of the Bridge to be erected by the Trustees for the said Access by way of Campbell Street, the Sum of Seven hundred Pounds:

Sixth. The Ground to be occupied by the said Lines of Rails and Side Room of the Caledonian Railway Company, which Ground is coloured Green on the said Plan signed as relative hereto, shall, subject to the Rights of the Greenock and Ayrshire Railway Company to make their Station over a Portion of the said Rails and Side Room as before provided, be conveyed to and be the Property of the Caledonian Railway Company by the Trustees free from any Charge therefor:

Seventh. The Caledonian Railway Company shall be allowed to shunt their Engines and Trains on the Rails of the Trustees between the Company's own Rails and the West End of Albert Harbour; but all such shunting shall be under the Control of the Harbour-master of Greenock:

Eighth. The Trustees and the Greenock and Ayrshire Railway Company bind themselves not to be Parties, except with the previous Consent in Writing of the Caledonian Railway Company, at any Time in asking Powers or in any way seeking to cover over any further Extent of the said Lines of Rails and Side Room of the Caledonian Railway Company, and the Trustees shall not extend or erect or allow to be erected any Buildings on their own Ground to the West of a Line marked A on the said Plan signed as relative hereto Seventy-three Yards East of the Line in continuation of the East Side of Campbell Street, except with Consent of the said Two Railway Companies; and the Greenock and Ayrshire Railway Company shall not be entitled to erect any Buildings to the West of the said Line marked A excepting a Station House, which shall not extend more Easterly than the Station Works which are to cross the Lines of the Caledonian Railway Company, and the said Station House or any Stair in front thereof shall not approach nearer to the Face of the Sea Wall of the intended Quay than Two hundred and forty Feet:

Ninth. And whereas it is expedient to form an Extension of Patrick Street for Access to the Albert Harbour and proposed new Quay: the Greenock and Ayrshire Railway Company agree to apply for Powers for the Construction of such Extension, with the necessary Bridges across the Lines of Railway, and to be at the Expense of constructing the same, and the Caledonian Railway Company shall contribute towards such Expense the Sum of Five hundred Pounds:

Tenth. The Caledonian Railway Company shall allow the Trustees to have a Foot Crossing on the Level of their said Lines of Rails and Side Room at or near the Point marked B on said Plan signed as relative hereto, with Gates of Twelve Feet in Width not to open out on the Ground of the Caledonian Railway Company, and said Crossing shall only be used by the Trustees in such Manner as not to obstruct the Traffic of the Caledonian Railway Company, and at the Risk of the said Trustees:

Eleventh. The Caledonian Railway Company shall fill up the whole Embankment of the Quay proposed by the Bill to the West of Campbell Street:

Twelfth. The Greenock and Ayrshire and the Caledonian Railway Companies shall not oppose each other in any Application to Parliament, or to the Police Commissioners of Greenock, for Power to carry this Agreement into effect, or to alter the Levels and Gradients of Brougham Street, provided the Gradients of the Street are not made steeper than One Foot in Forty, and that such Alterations are not inconsistent with the Works of either Company:

Thirteenth. The Parties hereto consent to Registration hereof for Preservation and Execution.

In witness whereof these Presents, consisting of this and the Two preceding Pages, with the marginal Addition on Page First hereof, all written on stamped Paper by William Henry Cooper, Clerk to Messrs. Vacher and Sons, of Parliament Street, Westminster, Law Stationers, are (with Two Duplicates hereof) subscribed and sealed by the Parties as follows; that is to say, by James Johnston Grieve, Chairman of the Trustees of the Port and Harbours of Greenock, and by John Kerr Gray, their Clerk, and sealed with the Common Seal of the said Harbour Trust, at Westminster the Eighteenth Day of March

*The Greenock Port and Harbours Act*, 1867.

One thousand eight hundred and sixty-seven, before these Witnesses, John Graham, of Number Three, Westminster Chambers, Westminster, Parliamentary Agent, and Alfred Rowdon, his Clerk; by Andrew Buchanan, Esquire, and William Mure, Esquire, Two of the Directors of the said Caledonian Railway Company, and sealed with the Seal of the said Company, at Westminster the said Eighteenth Day of said Month of March and Year last mentioned, before these Witnesses, Robert Mackay and James Mackay, both of Edinburgh, Writers to the Signet; by Robert Barclay, Esquire, and Alexander Ronaldson, Esquire, Two of the Directors of the said Greenock and Ayrshire Railway Company, and by William John Wainwright, the Secretary of the said Company, and sealed with the Seal of the said Company, at Glasgow the Twentieth Day of the said Month of March and Year last mentioned, before these Witnesses, James Kerr, of Glasgow, Solicitor, and Thomas Morton, Registrar to the said last-mentioned Company; and by Charles Grey and John Hunter, Two of the Harbour Trustees of Greenock, at Greenock the said Twentieth Day of March and Year last mentioned, before these Witnesses, Archibald Maclean and Robert Watson Chalmers, both Clerks in the Town Clerk's Office at Greenock.

JOHN GRAHAM, Witness.
ALFRED ROWDON, Witness.
ROB. MACKAY, Witness.
JAMES MACKAY, Witness.
ARCHD. MACLEAN, Witness.
R. W. CHALMERS, Witness.
JAMES KERR, Witness.
THO. MORTON, Witness.

Seal of the Trustees of the Port and Harbours of Greenock.

JAS. J. GRIEVE, Chairman of Greenock Harbour Trustees.
JOHN HUNTER, Harbour Trustee.
CHARLES GREY, Harbour Trustee.
JOHN KERR GRAY, Clerk of the Greenock Harbour Trustees.

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