# CHAPTER cxvi.

An Act to confer further Powers on the Lanarkshire and Dumbartonshire Railway Company and for other purposes. [6th July 1895.]

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WHEREAS it is expedient that the powers granted to the Lanarkshire and Dumbartonshire Railway Company (herein-after called "the Company") by the Lanarkshire and Dumbarton-shire Railway Act 1891 (herein-after called "the Act of 1891") for the compulsory purchase of certain lands and houses should be revived and further extended:

And whereas it is expedient that the time limited by the Act of 1891 for the completion of the works authorised by that Act should be extended:

And whereas it is expedient that a short deviation of the Railway No. 1 of the Company already constructed by the Company by agreement with the owners and occupiers of the lands affected thereby and the abandonment of so much of that railway as is rendered unnecessary by such deviation should be sanctioned:

And whereas the Company have been compelled to acquire and now hold considerable surplus lands and time will be required for the realisation thereof and it is expedient that the powers herein-after contained with respect to surplus lands be conferred on the Company:

And whereas the Company have created and issued the whole share capital authorised by the Act of 1891 and the whole moneys payable in respect thereof have been called up and paid and four-fifths of the railway and works are completed and portions thereof opened for goods and mineral traffic but no moneys have yet been borrowed by the Company and it is expedient that the powers of borrowing by instalments conferred on the Company by the Act of 1891 should be varied and amended and new powers substituted therefor:

[*Price* 1*s.* 6*d.*]

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And whereas it is expedient that such further powers as are hereinafter contained should be granted to the Company:

And whereas plans of the lands required or which may be taken for the purposes or under the powers of this Act with books of reference thereto were duly deposited with the sheriff clerks for the counties of Lanark Renfrew and Dumbarton and are hereinafter respectively referred to as the deposited plans and books of reference:

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

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

Short title.

**1.** This Act may be cited as the Lanarkshire and Dumbartonshire Railway Act 1895.

Incorporation of general Acts.

**2.** The Lands Clauses Acts Part II. (relating to extension of time) of the Railways Clauses Act 1863 the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 as amended by any subsequent Act with respect to the borrowing of money by the Company and the conversion of borrowed money into capital are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

"The Company" means the Lanarkshire and Dumbartonshire Railway Company;

"The Act of 1891" means the Lanarkshire and Dumbartonshire Railway Act 1891;

"The railways" "the railway" and "the undertaking" mean respectively the railways and other works by this Act or by the Act of 1891 authorised or the undertaking of the Company as the case may require.

Extension of time limited by Act of 1891 for compulsory purchase of lands &c.

**4.** The powers granted by section 37 of the Act of 1891 for the compulsory purchase of the lands specified in the First Schedule to this Act for the purposes of the undertaking of the Company are hereby revived and the time limited therefor is hereby extended for three years from the fifth day of August one thousand eight hundred

and ninety-four and on the expiration of that period those powers shall cease.

Extending time for notice to owners of Possil estate.

The limitation of time for giving statutory notice to the proprietor of the Estate of Possil imposed on the Company by section 54 of the Act of 1891 (but so far only as relates to the lands included within the dotted red lines shown on a plan signed in triplicate by the Right Honourable Lord Fermanagh (Earl Erne) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred a copy of which is deposited in the Office of the Clerk of the Parliaments) is hereby extended until the expiration of one year from the passing of this Act:

Provided always that except as aforesaid nothing in this Act shall prejudice or affect any rights of the said proprietor under the said section or relieve the Company from any of their obligations thereunder but the works provided for by that section shall be carried out in all respects as if Railway No. 4 therein referred to included any lands on either side thereof acquired or which may be acquired by the Company under this section and such works shall be constructed and maintained accordingly across over or under (as the case may be) the lands to be acquired under this section as well as across over or under the said Railway No. 4 and the Company shall continue and extend across any lands acquired by them under this section any works provided for by the said section 54 and which have been already constructed or are in course of construction so as to prevent any interference therewith or with the access thereto.

For protection of Sir William Collins' trustees.

**5.** The Company shall within three months after the passing of this Act serve the statutory notice to take under the Lands Clauses Acts on the trustees of the late Sir William Collins in respect of the properties Nos. 101 105 and 106 in the parish of Old Kilpatrick Provided always that nothing in this Act shall prejudice or affect any question of costs in the action presently depending in the Court of Session between the said trustees and the Company.

Extension of time limited by Act of 1891 for completion of works.

**6.** The time limited by the Act of 1891 for the completion of the works authorised by that Act and described in section 75 thereof is hereby extended for two years from the fifth day of August one thousand eight hundred and ninety-six and that date shall for the purposes of section 75 of the Act of 1891 be deemed to be the date originally limited by that Act for the completion of those works.

Sanctioning deviation railway in

**7.** The Company may hold and maintain as part of their undertaking for all purposes a deviation railway (one mile six

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parish of Old Kilpatrick already constructed.

furlongs in length) already constructed in the parish of Old Kilpatrick and county of Dumbarton commencing by a junction with Railway No. 1 authorised by the Act of 1891 at a point thereon marked on the plans of that railway deposited with reference to that Act with the sheriff clerk of the county of Dumbarton ten miles from the commencement thereof and terminating at a point marked on the said plans eleven miles six furlongs from the commencement of the said Railway No. 1.

Power to abandon portion of Railway No. 1 authorised by Act of 1891.

**8.** Subject to the provisions of this Act the Company shall abandon so much of Railway No. 1 authorised by the Act of 1891 as is rendered unnecessary by the construction of the deviation railway sanctioned by this Act:

Provided always that nothing in this Act contained shall authorise the Company to abandon any land or interest in land already purchased or taken forming part of the land now or formerly held in lease by Thomas Main market gardener Milton Bowling.

Compensation for damage to land by entry &c. for purposes of portion of railway abandoned.

**9.** The abandonment by the Company under the authority of this Act of any portion of railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act 1845 or the Act of 1891.

Compensation to be made in respect of portion of railway abandoned.

**10.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the

amount and application of compensation paid for lands taken under the provisions thereof.

Power to Company to acquire lands for general purposes.

**11.** Subject to the provisions of this Act the Company in addition to the lands for which revival and extension of powers are by this Act granted may from time to time enter upon take use and appropriate for the purposes of their undertaking all or any of the lands herein-after mentioned delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands houses and buildings situate in the burgh of Partick and parish of Govan in the county of Lanark adjacent to Bridge Street Well Street and Dumbarton Road Partick;

Certain lands houses and buildings situate between Castlebank Street and the south bank of the River Kelvin in the burgh of Partick parish of Govan in the city and royal burgh of Glasgow and the barony parish of Glasgow and county of Lanark;

Certain lands houses and buildings situate in the parish of Govan and county of Lanark between Dumbarton Road Partick and the lines of the Lanarkshire and Dumbartonshire Railway about one hundred and eighty yards to the east of Smith Street Whiteinch in the burgh of Partick;

Certain lands houses and buildings situate in the parish of Old Kilpatrick in the county of Dumbarton between the Forth and Clyde Canal and the property and works of the trustees of the Clyde Navigation;

Certain lands houses and buildings situate in the parish of Old Kilpatrick and county of Dumbarton lying between the Forth and Clyde Canal and the highway leading from Glasgow to Dumbarton in the village and parish of Old Kilpatrick;

Certain lands houses and buildings situate in the parish of Old Kilpatrick in the county of Dumbarton lying to the north of the highway leading from Glasgow to Dumbarton near the east end of the village of Bowling belonging or reputed to belong to Mrs. Isabella Guthrie or Burrell;

Certain lands houses and buildings situate in the parish of Maryhill in the county of Lanark adjacent to the Forth and Clyde Canal and belonging or reputed to belong to Mrs. Emily Georgina Campbell or Carter Campbell of Possil:

Provided always that with regard to the lands houses and buildings lastly herein-before described the Company shall not without the consent of the owner acquire any portion thereof situated beyond the dotted red lines shown on the plan mentioned in section 4 of this Act and as regards such portion or any less

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portion which the Company may require for the purposes of this Act the same shall be taken under statutory notice which the Company shall give to the owner thereof accompanied by relative plans before the expiration of one year from the passing of this Act.

The powers of the Company for the compulsory purchase of the lands houses and buildings mentioned in this section shall cease after the expiration of three years from the passing of this Act.

Power to take easements &c. by agreement.

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

For protection of North British Railway Company.

**13.** Notwithstanding anything contained in this Act the Company shall not enter upon take or use any portion of the lands Number 339 in the parish of Old Kilpatrick specified in the First Schedule to this Act for which the North British Railway Company have under the powers of the North British Railway (General Powers) Act 1891 served notice to take or use for the purposes of their goods station sidings and works at Dumbuck.

For protection of Commissioners of burgh of Partick.

**14.** Subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 the Company and the Commissioners of the burgh of Partick may from time to time make such rules and regulations as to speed and signalling of trains and otherwise as they may deem necessary for the protection of the public using any road street or public thoroughfare already constructed or which may hereafter be constructed within the burgh of Partick on along or across which any tramway or dock railway and sidings have been or may be laid in connexion with the Company's undertaking and in case any difference of opinion arises between the Company and such Commissioners with respect to any such rules and regulations such difference shall from time to time be determined by the sheriff of the county of Lanark on the application of the Company or the said Commissioners and the Company or any company working the said tramway or dock railway and sidings and any persons using

the same shall be bound to observe and comply with the said rules and regulations.

Confirming agreement between the Company and trustees of late Charles Connell.

**15.** The agreement set forth in the Fourth Schedule to this Act made between the Company of the one part and the trustees of the late Charles Connell of the other part is hereby confirmed and made binding on the said parties thereto respectively.

Confirming agreements between Company and Corporation of Glasgow.

**16.** The agreements set forth in the Fifth and Sixth Schedules to this Act are hereby confirmed and made binding upon the Corporation of Glasgow and the Company respectively.

Amendment of section 20 "Power to borrow" of the Act of 1891.

**17.** Section 20 of the Act of 1891 is hereby varied and amended and in lieu of the powers of borrowing by instalments therein contained the following provision shall have effect (that is to say):—

The Company may from time to time borrow on mortgage of the undertaking (but excluding any surplus lands of the Company) any sum not exceeding in the whole two hundred and seventy-five thousand pounds but no part thereof shall be borrowed until the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that the whole capital of the Company authorised by the Act of 1891 has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons their executors administrators successors or assigns are legally liable for the same and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Retention and management of surplus lands.

**18.** Notwithstanding the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 with regard to superfluous lands the following provisions shall apply to the portions of the lands and properties of the Company set forth and described in the Second Schedule to this Act other than the portions of such lands and properties occupied by or which are likely to be required for the Company's undertaking and such lands and properties not so occupied by or likely to be required for the Company's

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undertaking the Company may from time to time under their seal declare to be surplus lands and properties not required for the purposes of their undertaking:—

(A) Such surplus lands and properties shall subject to the provisions of this section continue vested in the Company and the Company may hold the same for a period not exceeding thirty years from the passing of this Act:

(B) The Company may from time to time sell such surplus lands and properties or any part or parts thereof and any houses tenements and buildings thereon or they may feu and lease the same either for a cash price or by way of feu-duty ground-annual or annual rent Provided that the Company shall sell any such feu-duties ground-annuals and annual rents and the reversion of any such leases within the period of ten years from the date of the feuing or leasing in each case.

Application of proceeds of sal e o surplus lands.

**19.** The Company shall subject to the provisions of the section of this Act of which the marginal note is "Power to borrow money on mortgage of surplus lands" apply the net capital proceeds arising from the sale or other disposal of the surplus lands and properties of the Company or any part or parts thereof to any purpose of the Company to which capital is properly applicable.

Surplus lands not to be deemed part of the Undertaking of the Company charged with mortgage debt.

**20.** Any surplus lands and properties so held by the Company under the provisions of this Act shall not be deemed part of the undertaking of the Company charged with the mortgage or debenture debt of the Company.

Power to borrow money on mortgage of surplus lands.

**21.** The Company may from time to time borrow on the security of the whole or any part of any surplus lands and properties authorised to be held by the Company under the powers of this Act and not forming part of the undertaking of the Company charged with the mortgage or debenture debt of the Company authorised under the Act of 1891 and the Dumbarton and Balloch Joint Line &c. Act 1892 any sum or sums of money not exceeding in the whole the sum of one hundred thousand pounds and they may grant bonds and dispositions in security for the moneys so borrowed And the security for the mortgagee or mortgagees shall be bond and disposition in security containing the obligation of the Company to repay the moneys so borrowed and a conveyance of the lands and properties so mortgaged in security thereof with all other usual and necessary clauses and the proceeds of the sale of any such lands and properties shall from time to time be applied by the Company in or towards the discharge of any

principal sums of money borrowed on the security thereof and interest thereon.

Power to deal with lands over tunnels &c.

**22.** The following provisions shall apply to the lands or buildings set forth and described in the Third Schedule to this Act situate over the railway or works of the Company or otherwise connected with the structure of their railway and works which lands and buildings are in this section referred to as "the premises":—

(A) The premises shall not be deemed superfluous land within the meaning of the Lands Clauses Consolidation (Scotland) Act 1845:

(B) The Company may hold and let the premises and may grant feus or leases of the same or of any parts thereof for any term and subject to such reservations restrictions and other provisions as the Company may think fit Provided that nothing contained in any feu contract or feu disposition or lease to be granted under the powers of this section shall prejudicially affect or interfere with the working of the railways of the Company or the accommodation of the traffic thereof and that the Company in every such feu contract or feu disposition or lease shall reserve to themselves the right of re-entry in the event of the premises being at any time required for any of the purposes of their undertaking upon their giving to the feuar or lessee his executors administrators or assigns six months notice of such requirement and paying to him or them such an amount of purchase money or compensation as in the case of difference shall be settled by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation.

Restriction on taking houses of labouring class.

**23.** The Company shall not under the powers of this Act or under the powers of the former Act extended by this Act purchase or acquire ten or more houses which on the fifteenth day of December last before the passing of this Act or of the former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary for Scotland ten or more houses which were not so occupied on the respective fifteenth days of December aforesaid but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others

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except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

For the protection of the Postmaster-General.

**24.** Nothing in this Act shall extend to impose upon the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement made in pursuance thereof between the Postmaster-General and the Caledonian Railway Company any larger number of telegraphic messages of that Company free of charge than the Postmaster-General would have been bound to transmit had this Act not become law.

Saving rights of the Crown in the foreshore.

**25.** Nothing contained in this Act shall authorise the Company 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 and under the management of 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 this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Provision as to general Railway Acts.

**26.** Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels which the Company are authorised to take.

Costs of Act.

**27.** 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 Company.

# THE SCHEDULES referred to in the foregoing Act.

## THE FIRST SCHEDULE.

LANDS HOUSES AND BUILDINGS FOR WHICH COMPULSORY POWERS ARE BY THIS ACT REVIVED AND EXTENDED.

| No. of Railway (Act of 1891). | Parish. | Nos. on plans deposited with reference to the Act of 1891. |
|---|---|---|
| 1 | Barony - | 2 3 4 5 6 16 22 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42. |
| | Govan - | 1 2 3 4 5 9 10 11 21 31 32 33 34 35 43 $\frac{45}{1}$ 53 66 95 108 112 115 116 118 120 121 123 125 136 155 168 172 173 174 175 176 177 178 179 180 181 182 183 $\frac{183}{1}$ 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 209 210 216 217 218 220 221 223 235 236 237. |
| | Renfrew - | 1 2 3 4 5 6 7 8 9 10 11 12 30 31 32 37 38. |
| | Old Kilpatrick | 7 8 9 10 17 18 19 33 39 90 102 103 104 105 106 111 112 113 114 115 116 117 118 123 124 125 126 127 128 129 130 131 210 211 217 218 332 333 335 336 337 338 339. |
| | Dumbarton - | 1 2 3 22 24. |
| 2 | Govan - | 240 257 269 270 271 273 274 275 276 277 281 282 283 312 313 315 320 321 322 323. |
| 3 | Govan - | 323 327 328 329 330 331 333. |
| | Maryhill - | 1 2 3 4. |
| 4 | Maryhill - | 10 11 46 47 48 49 50 51 52 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104. |

## THE SECOND SCHEDULE.

LANDS HOUSES OR BUILDINGS WHICH OR PARTS OF WHICH MAY BE DECLARED TO BE SURPLUS LANDS AND PROPERTIES.

| No. of Railway (Act of 1891). | Situation. | Nos. on plans deposited with reference to the Act of 1891. |
|---|---|---|
| | THE CITY AND ROYAL BURGH OF GLASGOW. | |
| 1 | Barony Parish of Glasgow. | 8 to 14 inclusive 21 23 24. |
| 2 | Parish of Govan | 316 318. |
| 4 | Parish of Maryhill. | 11. |
| | THE BURGH OF PARTICK. | |
| 1 | Parish of Govan | 2 to 8 inclusive 13 to 20 inclusive 27 28 29 44 76 77 78 80 82 83 84 85 86 87 88 92 94 96 97 98 99 100 101 102 103 104 105 106 107 122 126 128 129 132 137 138 139 140 143 144 145 146 152 167 173 174 176 178 205 to 211 inclusive 219 222 224 226 to 234 inclusive. |
| 2 | Ditto - - | 152 241 243 244 249 250 to 256 inclusive 257 to 264 inclusive 268 274 276 279. |

## THE THIRD SCHEDULE.

LANDS HOUSES AND BUILDINGS SITUATED OVER THE RAILWAYS OR WORKS OF THE COMPANY OR OTHERWISE CONNECTED WITH THE STRUCTURE OF THEIR RAILWAYS AND WORKS.

| No. of Railway (Act of 1891). | Situation. | Nos. on plans deposited with reference to the Act of 1891. |
|---|---|---|
| 1 | Parish of Govan | 21. |
| 2 | Parish of Govan | 257 258 260 262 265 267 268 269 274. |
| 4 | Parish of Maryhill. | 22 33 34 36 42. |

## THE FOURTH SCHEDULE.



AGREEMENT between the LANARKSHIRE AND DUMBARTONSHIRE RAILWAY COMPANY (herein-after called "the Company") on the one part and HENRY HIGGINS Junior Architect in Glasgow and JOHN BAIRD SMITH Writer Glasgow the sole surviving trustees of the late Charles Connell Shipbuilder Glasgow (herein-after referred to as "the Trustees") on the second part.

WHEREAS the Company are promoting a Bill in the present Session of Parliament intituled "An Act to confer further powers on the Lanarkshire and Dumbartonshire Railway Company and for other purposes" (herein-after referred to as "the Bill"):

And whereas the Trustees have presented a petition against the Bill and appeared thereon before the Committee of the House of Lords:

And whereas in the course of the procedure negotiations have taken place between the Company and the Trustees for the settlement of the said opposition and it has been agreed and is hereby agreed between the Company and the Trustees in manner following (that is to say):—

1. The Company shall forthwith after the passing of the Bill into an Act construct and in all time maintain in good condition and free from water-dripping a bridge carrying the Railway No. 1 over the street known as "Sommerville Place" and its continuation southwards to South Street so as to provide for a through communication between Dumbarton Road on the north and South Street on the south not less than forty feet span which bridge shall have not less than sixteen feet clear headway.
2. In connexion with the Company's tramway and sidings the Company shall not put up any fence or enclosure of any kind on Scotstoun Street or on the said street so to be opened up in continuation of Sommerville Place to South Street and shall conduct the traffic over these streets in conformity with the order which has been made by Sir Douglas Galton K.C.B. the arbiter appointed by the Board of Trade dated 8th June 1894 or any further orders that may be made under section 6 sub-section 10 of the Lanarkshire and Dumbartonshire Railway Act 1891 and the Company shall construct and maintain in good and sufficient condition a causewayed level crossing over the said Scotstoun Street and the said street referred to in Article 1 hereof.
3. The Company and the Trustees shall without delay proceed to have the compensation to be paid for the land or property taken by the Company from the Trustees settled under the arbitration presently pending between the parties.
4. The action of interdict and declarator raised by the Trustees in the Court of Session against the Company and now depending in the first division of the said Court shall be withdrawn by a joint minute and on the Company being granted absolvitor from the conclusions of

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such action they shall depart from the costs awarded to them against the Trustees in the same.

5. The Company shall not acquire under any revival of powers contained in the Bill any additional land in Scotstoun Place or in the said street referred to in Article 1 hereof belonging to the Trustees or in any portion of South Street situate within a distance of thirty feet from the boundary wall of the Trustees premises or so as to obstruct their direct entrance into the Trustees premises.

6. In the event of any dispute arising between the Company and the Trustees in relation to any matters under this agreement or in the execution of the works which the Company require to make and construct or in any way connected therewith the same shall be referred to the decision of the engineers of the Company and the Trustees and failing agreement to an engineer to be mutually chosen by them and failing their doing so to an engineer to be appointed by the sheriff of the county of Lanark on the application of either party whose decision shall be final and binding on the Company and the Trustees.

7. Nothing in this agreement contained shall in any way affect or diminish any rights to compensation to which the Trustees may be entitled under the Act of 1891 or the Acts incorporated therewith.

8. This agreement shall be scheduled to and confirmed by the Bill and is made subject to the approval of Parliament.

In witness whereof these presents written on this and the three preceding pages are subscribed in duplicate by the parties hereto as follows viz. By the said John Baird Smith at London on twenty-fifth March eighteen hundred and ninety-five before these witnesses Andrew Beveridge and William Beveridge both solicitors there by James Neilson chairman of and on behalf of the said Company at London on the twenty-sixth day of said month and year before these witnesses David Reid writer Glasgow and John James Morgan clerk to Keydens Strang and Girvan writers there by the said Henry Higgins junior at Glasgow on the twenty-seventh day of said month and year before these witnesses David Johnston clerk and David Cook apprentice both to the said John Baird Smith and they are sealed with the common seal of said Company and subscribed by Donald Matheson K.C.B. a director thereof and on behalf of said Company at Glasgow on the twenty-ninth day of said month and year before these witnesses Thomas Ross clerk to William Stirling and Sons turkey red dyers and calico printers Glasgow and John Lees Hamilton clerk to the said Keydens Strang and Girvan.

(Signed) THOMAS ROSS witness.
JNO. L. HAMILTON witness.
D. JOHNSTON witness.
DAVID COOK witness.
DAVID REID witness.
JOHN J. MORGAN witness.
AND. BEVERIDGE witness.
WM. BEVERIDGE witness.

(Signed) DONALD MATHESON.
JAS. NEILSON.
HENRY HIGGINS JR.
J. BAIRD SMITH.

## THE FIFTH SCHEDULE.

MINUTE OF AGREEMENT between the LORD PROVOST MAGISTRATES and COUNCIL of the CITY and ROYAL BURGH of GLASGOW (herein-after called "the Corporation") of the first part and JOSHUA HEYWOOD COLLINS Paper Manufacturer Kelvindale Glasgow SIR DONALD MATHESON K.C.B. Turkey Red Dyer and Printer Glasgow and JAMES NEILSON of Mossend Ironmaster Glasgow three and a COMMITTEE of the PROMOTERS of the LANARKSHIRE and DUMBARTONSHIRE RAILWAY and specially authorised by said Promoters to enter into this Agreement (herein-after called "the Promoters") of the second part.

WHEREAS the Promoters have introduced into Parliament a Bill intituled "A Bill to authorise the construction of a railway from the Caledonian Railway near Glasgow to Dumbarton and Loch Lomond with subsidiary lines and a road pier and other works in connexion therewith and for other purposes" which Bill is now pending:

And whereas the lands of Dalmuir and Mountblow of which the Corporation are the owners will be intersected by Railway No. 1 proposed to be authorised by the Bill and a portion of the said lands will be taken for the purposes of the Bill Therefore it is agreed as follows videlicet:—

First. The Promoters shall pay to the Corporation at the rate of six hundred pounds per acre for the portion of the land situated within the limits of deviation shown upon the plans deposited in connexion with the said Bill to be taken for the construction of the railway and the Promoters shall take and pay for not less than six acres of the said land The Promoters shall pay the sum of three thousand six hundred pounds in respect of the said six acres at the term of Whitsunday eighteen hundred and ninety-two The Promoters shall relieve the Corporation of all claims of every kind competent to the present tenant in connexion with the land so taken by the Promoters or with their undertakings.

Second. The Corporation reserve to themselves the right to the minerals except clay and sandstone in the lands taken under this agreement according to the provisions of the general Acts relating to railways.

Third The Promoters shall provide and execute to the reasonable satisfaction of the Corporation all necessary accommodation works whenever in the opinion of the Corporation such works are required for the advantageous use of their said lands and in particular—

(1) The Promoters shall provide and construct crossings between the north and south sides of the said railway where it intersects the said lands either by over or under bridges (including the necessary approaches) of such width and in such positions as the Corporation shall deem necessary;

(2) The Promoters shall provide and construct to the reasonable satisfaction of the Corporation whatever drains or culverts they

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may require in connexion with their sewage works or otherwise to connect the lands situated on the north side with those situated on the south side of the railway;

(3) For the preservation of access to the Corporation's property the Promoters shall provide and construct a sufficient road not less than fifty feet in width leading from the Dumbarton Road into the Corporation's lands to the south of the canal to such point as the Corporation shall determine either on the north or on the south side of the said railway;

(4) The Promoters shall restore to the reasonable satisfaction of the Corporation all fences or other works interfered with or injured during the construction of the railway or at any time thereafter and the Promoters shall fence the railway and the land hereby acquired to the satisfaction of the Corporation.

Fourth. In the construction of the intended railway through the lands of Dalmuir belonging to the Corporation the Company shall if required by the Corporation at any time before the commencement of the construction of such railway alter the line and level of the railway so far as within their powers of lateral and vertical deviation so as to admit of the outfall sewer proposed to be constructed by the Corporation being formed through the Corporation lands between the line of the railway and the canal The Company shall grant to the Corporation free of cost such wayleave as they may require for the construction of such outfall sewer through the lands to be acquired by the Company from the Corporation in connexion with the railway.

Fifth. The Promoters shall at their own expense provide and construct such convenient siding accommodation along the line of the railway on both sides thereof as and when the same may be required by the Corporation for the advantageous use of their ground situated on both sides of the railway the ground for such sidings being given by the Corporation free of cost.

Sixth. In the event of any difference arising between the Corporation and the Promoters in regard to this agreement the same shall be determined by an arbiter to be agreed upon or failing agreement to be named by the Board of Trade whose decision shall be final and binding on both of the parties hereto and the costs of and incident to any reference to such arbiter shall be paid by the Promoters.

Seventh. The Promoters shall pay the expenses of the Corporation in connexion with this agreement and subsequent conveyances.

Eighth. This agreement shall only be binding on the parties hereto if the Act is obtained in the present Session of Parliament In witness whereof these presents written on this and the two preceding pages of stamped paper by Nelson Cameron Walls clerk in the town clerk's office Glasgow are subscribed in duplicate by the parties hereto as follows viz.: By Thomas Watson James M'Lennan and Robert Graham three members of the Town Council and by James George Monro town clerk depute of said city and royal burgh on behalf of and as specially authorised by the said Lord Provost magistrates and

council in council assembled at Glasgow upon the fourth day of June eighteen hundred and ninety-one before these witnesses Alexander Walker and John Smith Samuel both clerks in the said town clerk's office and by Joshua Heywood Collins and James Neilson two and a quorum of the committee of the Promoters of the said Lanarkshire and Dumbartonshire Railway and duly authorised to subscribe these presents both at London on the eleventh day of the month and year last mentioned as follows viz.: By the said Joshua Heywood Collins before these witnesses William Craig writer Dumbarton and David Reid clerk to Keydens Strang & Girvan writers Glasgow and by the said James Neilson before these witnesses William More clerk in the office in Glasgow of the solicitor of the Caledonian Railway Company and the said David Reid. A.D. 1895.

ALEX. WALKER witness.
JNO. S. SAMUEL witness.

W. CRAIG witness.
DAVID REID witness.
WM. MORE witness.
DAVID REID witness.

THOS. WATSON.
JAS. M'LENNAN.
ROBERT GRAHAM.
JAMES G. MONRO
Town Clerk Depute.
J. H. COLLINS.
JAS. NEILSON.

## THE SIXTH SCHEDULE.

MINUTE OF AGREEMENT between the LORD PROVOST MAGISTRATES and COUNCIL of the CITY of GLASGOW (herein-after called "the Corporation") of the first part and the LANARKSHIRE and DUMBARTONSHIRE RAILWAY COMPANY (herein-after called "the Company") of the second part.

WHEREAS the Lanarkshire and Dumbartonshire Railway Act 1891 conferred powers upon the Company to acquire for the construction of the railway certain land at Dalmuir belonging to the Corporation:

And whereas an agreement was entered into between the promoters of that Act and the Corporation of date the fourth and eleventh days of June eighteen hundred and ninety-one regarding the land to be so taken and the accommodation works to be provided by the Company in connexion therewith:

And whereas the Company are promoting a Bill for the revival and extension of their powers of compulsorily purchasing the land of the Corporation:

And whereas the Corporation have lodged a petition against such Bill:

And whereas it has been agreed that such petition should be withdrawn in respect of the agreement herein set forth:

A.D. 1895.

Therefore the parties do hereby agree and respectively bind and oblige themselves as follows viz.:—

First. Notwithstanding anything in the Bill or in the First Schedule appended thereto or in the said Act or agreement of 1891 the powers of the Company to compulsorily take and acquire the land of the Corporation at Dalmuir shall be restricted to (1) the area of land coloured green on the plan prepared by Charles Forman C.E. and signed by the parties as relative hereto and (2) so much of the Corporation's land as is required for the making of the road on the south of the railway on the line shown on the said plan and the Corporation's land lying between that road and the railway.

Second. The Corporation reserve to themselves the right to the minerals except clay and sandstone in the lands taken under this agreement according to the provisions of the general Acts relating to railways.

Third. The Corporation shall sell and the Company shall purchase and pay for the said land coloured green on the said plan at the rate of four hundred pounds per acre and the Company shall in addition pay to the Corporation the sum of one thousand eight hundred pounds in consideration of the Corporation agreeing to accept the said road on the south of the railway in lieu of a similar road on the north of the railway with a bridge thereon to carry the road southwards across the railway The Company shall obtain entry to the said ground coloured green as at the date of the passing of the said Bill into an Act The Corporation shall for that purpose exercise any power they possess to resume possession of such land from their tenant but the Company shall relieve the Corporation of all claims of every kind competent to the present tenant in connexion with the land so taken.

Fourth. The Company shall take the land required for the making of the said road on the south of the railway and the land between that road and the railway on the footing that such land is taken under the said agreement of the fourth and eleventh days of June eighteen hundred and ninety-one and the Company shall in accordance with that agreement pay for such land at the rate of six hundred pounds per acre and the Company shall not be entitled without the consent of the Corporation to take any additional land under that agreement.

Fifth. The Company shall simultaneously with the construction of the railway provide and construct to the reasonable satisfaction of the Corporation an access road along the south side of the railway as shown on the said plan between the points marked thereon B and C and the following stipulations and conditions shall be applicable to such road viz.:—

(1) The said access road shall at no point be less than fifty feet wide and no part thereof shall be steeper in gradient than 1 in 30;

(2) The Company shall widen to not less than fifty feet between the parapets the existing bridge carrying a road over the railway near the point marked B on the said plan and the Company shall construct of a width of not less than fifty feet

between the parapets the bridge carrying the said access road over the Duntocher Burn;

(3) The Company shall be entitled to form a level crossing on such access road for taking a branch line or siding across the same at or near to the point marked D on the said plan and such level crossing shall be protected by gates made to close across the said branch line or siding;

(4) The obligation of the Company under the said agreement of 1891 to provide and construct a sufficient access road not less than fifty feet in width leading from the Dumbarton Road into the Corporation's lands to the south of the canal shall remain operative and binding on the Company so far as regards the provision and construction of such a road from the point marked B on the said plan to the Dumbarton Road.

Sixth. The Company shall simultaneously with the construction of the railway and to the reasonable satisfaction of the Corporation form on the land to be taken by the Company a road leading from the canal to near the point marked C on the said plan and on the line shown on the said plan for the accommodation of the Corporation's lands north and south of the canal and the following stipulations and conditions shall be applicable to such road:—

(1) Except at the railway crossing the Company shall fence off and leave for such road a strip of ground on the line shown on the said plan not less than forty feet in width and shall construct the road within that strip of a width of not less than sixteen feet The Corporation may at their own cost at any time thereafter widen such road within the space so fenced off;

(2) The Company shall in connexion with such road form a level crossing not less than twelve feet in width over the railway and such level crossing shall be protected by gates made to close across the road;

(3) The exact position of the level crossing and the levels of the road shall be adjusted by the parties engineers;

(4) The Company shall be entitled to form sidings across such road but if such sidings cross the road on the level and if these crossings are protected by gates such gates shall be made to close across the sidings.

Seventh. The solum of both roads herein provided for shall remain the property of the Company but the Corporation shall have the free use in all time coming of the said roads.

Eighth. The Company shall simultaneously with the construction of the railway provide and construct to the reasonable satisfaction of the Corporation a culvert of a capacity equal to that of a circle ten feet in diameter to carry the intended outfall sewer from the city underneath the railway or any sidings connected therewith from such point on the north of the railway and sidings to such point on the south thereof as may be fixed by the parties engineers and the Company shall maintain such culvert in all time coming The Corporation shall be entitled to

A.D. 1895.

construct the said outfall sewer through the land belonging to the Company between the point marked D and the point marked C on the said plan and the Company shall grant to the Corporation free of cost such wayleave as may be required for that purpose The Company shall also provide and construct when required a culvert of similar dimensions to carry the outfall sewer across the Duntocher Burn immediately to the south of the bridge carrying the said access road across that burn.

Ninth. The Corporation shall in accordance with the said agreement of 1891 be entitled to call on the Company at any time hereafter—

(1) To provide and construct two overhead bridges or crossings including the necessary approaches of a gradient not steeper than 1 in 30 to connect the Corporation's land on the north and south sides of the railway at such points as may be fixed by the Corporation but in the meantime and until the Corporation proceed to the utilization of such land for other than agricultural purposes the Corporation shall accept and the Company shall provide level crossings at such points as the Corporation may require;

(2) To provide and construct at any point fixed by the Corporation towards the western boundary of their property a culvert of such dimensions and level as the Corporation may require in connexion with their sewage works.

Tenth. The said agreement of eighteen hundred and ninety-one shall so far as not inconsistent with and subject to the modifications made thereon by this agreement be binding upon the Corporation and the Company and the said agreements shall be scheduled to and confirmed by the said Bill.

Eleventh. The Company shall pay the expenses of the Corporation in connexion with this agreement and subsequent conveyances.

Twelfth. In the event of any difference arising between the Corporation and the Company in regard to this agreement the same shall be determined by an arbiter to be agreed upon or failing agreement to be named by the Board of Trade whose decision shall be final and binding on both of the parties hereto and the costs of and incident to any reference to such arbiter shall be paid by the Company.

Thirteenth. The Company shall endeavour to obtain the necessary powers for the compulsory purchase of land required for the construction of the said access road on the south side of the railway and this agreement is conditional on the Company obtaining such powers but in the event of the Company not obtaining such powers they shall strike out of the First Schedule to the Bill all the lands included therein belonging to the Corporation and the Company shall take no compulsory powers over any lands of the Corporation at Dalmuir under the Bill and the several stipulations and obligations of the said agreement of 1891 shall revive and be binding upon the Corporation and the Company respectively without any modification thereon.

Lastly. This agreement is made subject to the approval of Parliament.

A.D. 1895.

In witness whereof these presents printed on this and the five preceding pages are (together with the plan annexed and under the declaration that the letter "s" has been added in writing to the word "agreement" occurring partly in the twenty-fifth and partly in the twenty-sixth lines from the top of page five hereof before subscription) subscribed in duplicate as follows namely By James Neilson of Mossend John Ure of Cairndhu Helensburgh two of the directors and George Yuille Strang-Watkins secretary all of and for and on behalf of the said Lanarkshire and Dumbartonshire Railway Company and sealed with the common seal of said Company all at Glasgow on the third day of April in the year eighteen hundred and ninety-five before these witnesses David Reid writer Glasgow and William Gray Cruickshank clerk to Keydens Strang and Girvan writers Glasgow and by Robert Graham John McFarlane and Robert Crawford three members of the town council and by James George Monro town clerk depute of said city on behalf of and as specially authorised by the said Lord Provost magistrates and council in council assembled at Glasgow on the fourth day of said month and year last mentioned before these witnesses William Johnstone writer Glasgow and John Smith Samuel clerk in the town clerk's office Glasgow.

JNO. S. SAMUEL witness.
W. JOHNSTONE witness.
DAVID REID witness.
WM. G. CRUICKSHANK witness.

ROBERT GRAHAM.
JOHN McFARLANE.
ROBERT CRAWFORD.
JAMES G. MONRO
Town Clerk Depute.
JOHN URE Director.
JAS. NEILSON Director.
G. Y. STRANG-WATKINS Secy.

Seal of the Lanarkshire and Dumbartonshire Railway Company.

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