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An Act to authorise Alterations in the Stobcross Railways and other works; to confer Powers upon the Trustees of the Clyde Navigation and others in reference to the Stobcross undertaking; to extend the time for the Purchase of Land and completion of various Railways; to convert Port Edgar into a Harbour; to provide for the Conversion of the Leadburn Preference Stock into Ordinary Stock, and for the Consolidation of the Lien Stocks of the North British Railway Company; and for other purposes. A.D. 1870.

[4th July 1870.]

WHEREAS by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864" (in this Act called "The Extensions Act, 1864"), the Edinburgh and Glasgow Railway Company, now amalgamated with the North British Railway Company (in this Act called "the Company"), were authorised to make the railways and tramway near Glasgow therein described, and by "The North British Railway (Glasgow Branches) Act, 1866," "The North British Railway (General Powers) Act, 1867" (in this Act called "The General Powers Act, 1867"), and "The North British Railway (General Powers) Act, 1868" (in this Act called "The General Powers Act, 1868"), certain alterations in the said railways, and certain new railways in connexion therewith, have been authorised, and the undertaking as at present authorised consists of— 27 & 28 Vict. c. cccviii.

1. A railway from the Company's Edinburgh and Glasgow Railway to the Company's Glasgow, Dumbarton, and Helensburgh Railway, authorised by "The Extensions Act, 1864," and therein firstly described;
2. A railway from the said Glasgow, Dumbarton, and Helensburgh Railway to certain sidings leading from the said Edinburgh and Glasgow Railway, authorised by "The Extensions Act, 1864," and therein secondly described;

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3. A railway or railways from the said Glasgow, Dumbarton, and Helensburgh Railway to near Stobcross House, authorised as to part thereof by "The Extensions Act, 1864," and therein thirdly described, and as to the remainder thereof by "The General Powers Act, 1867," and therein called Railway No. 1, together with a short railway therefrom in the parish of Govan, authorised by "The General Powers Act, 1867," and therein called Railway No. 3;

4. A railway diverging from that part of the railway thirdly above mentioned, which was authorised by "The Extensions Act, 1864," and terminating near Stobcross House, authorised by "The Extensions Act, 1864," and therein fifthly described;

5. A tramway from the last-mentioned railway to the south end of Finnieston Lane in Glasgow, authorised by "The Extensions Act, 1864," and therein sixthly described;

and by "The North British Railway Act, 1869" (in this Act called "the Act of 1869"), the Company were authorised to form the said railways and tramway into a separate undertaking, to be called the Stobcross undertaking:

32 & 33 Vict. c. cxix.

And whereas a railway from the said railway authorised by the Extensions Act, 1864, and therein thirdly described, at the south side of Castlebank Street, in the burgh of Partick and parish of Govan, to the lands of Stobcross, in the barony parish of Glasgow, would be of public advantage; and it is expedient that the Company should be authorised, subject to the provisions of this Act, to make the said railway, and that a part of the said railway authorised by the Extensions Act, 1864, and therein thirdly described, also the railway and tramway authorised by the same Act, and therein fifthly and sixthly described, and one of the roads or accesses authorised by the twenty-first section, and the bridge authorised by the twenty-second section of the same Act, should be abandoned:

And whereas the times limited for the purchase of lands and for the completion of the railways and works comprised in the Stobcross undertaking will shortly expire, and it is expedient that the same should be extended, so far as relates to those parts of the said undertaking which are not abandoned under the powers of this Act:

And whereas the Caledonian Railway Company have certain powers and rights in reference to certain of the railways and works comprised in the Stobcross undertaking, which are to be abandoned under the powers of this Act, and it is expedient that they should have similar powers and rights in reference to the railway hereinbefore described and authorised by this Act, or such other powers

and rights as may be agreed upon between them and the Company:

And whereas in the Acts relating to the railways comprised in the Stobcross undertaking certain provisions were enacted on behalf of the proprietors of Stobcross and Over Newton respectively, which will become partly inapplicable by the alterations in those railways by this Act authorised; and it is expedient that the Company and the said proprietors respectively should be empowered to enter into different arrangements:

And whereas the trustees of the Clyde Navigation (in this Act called "the Clyde Trustees") have acquired power to construct an enlarged dock or tidal basin and other works in connexion therewith on the lands of Stobcross and Over Newton, and the Company have purchased on behalf of themselves and of the Caledonian Railway Company certain land for the purposes of the railways and works to be abandoned under the powers of this Act, which would be useful for the purposes of such dock and relative works, and it is expedient that the Company should be authorised to sell the said lands to the Clyde Trustees, and that the Clyde Trustees should be authorised to purchase the same:

And whereas an agreement has been entered into between the Clyde Trustees, the Company, and the proprietors of Stobcross, and another agreement has been entered into between the Clyde Trustees and the Company, and another agreement has been entered into between the Clyde Trustees, the Company, and the Caledonian Railway Company, which agreements are set forth in schedule (A.), schedule (B.), and schedule (C.) respectively to this Act annexed; and it is expedient that the same, except as herein-after provided, should be confirmed:

And whereas by "The Edinburgh and Glasgow Railway (Queensferry) Act, 1863," the Edinburgh and Glasgow Railway Company were authorised to make two piers extending into the Firth of Forth at Port Edgar, near the Queensferry Passage, and certain railways connecting the same with their main railway near the Ratho Station; and the said piers and railways have been constructed: 26 & 27 Vict. c. ccxxxvii.

And whereas Port Edgar, with the works constructed there by the Company, would, if adapted for shipping purposes, form an useful and convenient harbour:

And whereas it is expedient that the Company should be authorised to construct certain works for strengthening and improving the piers at Port Edgar, and to get materials for the purposes of such works; and that Port Edgar and the space between the said piers should be declared a harbour, and that the Company should have power to levy tolls and exercise other rights thereat and at the said piers:

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29 & 30 Vict. c. ccxix.

And whereas by "The North British Railway (Coatbridge Branches) Act, 1866" (in this Act called "The Coatbridge Branches Act, 1866"), the Company were authorised to make certain railways, including a railway therein referred to as Railway No. 6, and by the Act of 1869 part of the said Railway No. 6 is abandoned, and it is expedient that the remainder of the said Railway No. 6 (in th[illegible]ct called "the Benhar Branch") should be constructed [illegible]o different levels from those authorised by the said Act of 1866, [illegible]d that the time limited for the compulsory purchase of lands and for the completion of works should be extended with respect to the said Benhar Branch, and also with respect to the following railways and station lands (that is to say), the railway authorised by "The North British Railway (Carlisle Citadel Station and Branches) Act, 1865" (in this Act called "The Carlisle Branches Act, 1865"), and therein called Railway No. 1, so far as the same is not abandoned by authority of Parliament, and the railways authorised by the same Act, and therein called respectively Railway No. 2 and Railway No. 3, and the lands authorised to be purchased by the same Act for station purposes, and the railways authorised by "The North British Railway (Financial Arrangements) Act, 1867" (in this Act called "The Financial Arrangements Act, 1867"), and the railway authorised by "The Monkland Railway (Branches) Act, 1865," and therein called Railway No. 3:

And whereas plans, sections, and books of reference relating to the said intended new railway, improvements at Port Edgar Pier, and alterations in levels of the Benhar Branch have been deposited as follows; (that is to say,) in the case of the new railway with the principal sheriff-clerk of the county of Lanark, and in the case of the improvements in the Port Edgar Piers and the lands required for the purposes of the said piers with the principal sheriff-clerk of the county of Linlithgow, and in the case of the alterations in the levels of the Benhar Branch amended sections have been deposited with the principal sheriff-clerk of the county of Linlithgow, which said documents are herein-after respectively referred to as the deposited plans, sections, books of reference, and amended sections:

And whereas the Union Canal forms part of the undertaking of the Company, and so much of the said canal as is situated to the eastward of Semple Street in Edinburgh, together with the basin commonly called Port Hopetoun, is no longer required for the purposes of traffic, and it is expedient that the same should be closed, and that the Company should be authorised to appropriate and sell the site thereof, and of such of the wharves, towing-paths, yards, buildings, erections, and works in connexion therewith as belong to the Company:

And whereas by the Act of 1869 the Company were empowered

to retain and hold certain lands belonging to them which had not been applied to the purposes of the Company for the period of ten years from the passing of the said Act, so far as relates to some of the said lands, and for a period of two years from the passing of the said Act so far as relates to the rest of the said lands, but it was enacted that the Company should, at the expiration of such respective periods of ten years and two years, sell and dispose of all such parts of the said lands respectively as should not then have been applied to or are not then required for the purposes of their undertaking, and doubts have arisen as to the construction of the said provision, and whether, in consequence thereof, the Company can lawfully sell any of the said lands before the expiration of the said periods of ten years or two years, and it is expedient that the said provisions should be amended:

And whereas by "The North British and Leadburn, Linton, and Dolphinton Railway Companies Act, 1866," the Leadburn, Linton, and Dolphinton Railway Company were amalgamated with the Company, and their shares, representing a capital of twenty thousand five hundred pounds, were made preference stock of the Company, and called Leadburn preference stock, but the amount of preference dividends to be payable thereon was regulated by the amount of dividend from time to time payable on the Company's ordinary stock, and it is expedient that provision should be made for the conversion of the said Leadburn preference stock into ordinary stock:

And whereas the following classes of preference stock in the capital of the Company are entitled to a lien upon certain of the Company's railways and works, and are in this Act referred to as unconsolidated lien stocks; (that is to say,)

Name of Stock.	Rates per centum per annum.	Amount of Stock.	Railway or Work subject to lien.
		£	
Stirlingshire Midland -	5½	150,000	Stirlingshire Midland Railway.
Stirling and Dunfermline -	4	450,000	Stirling and Dunfermline Railway.
Selkirk - - -	5	2,880	Selkirk Railway.
Jedburgh - -	4	30,580	Jedburgh Railway.
Kinross-shire - -	5	53,000	Kinross-shire Railway.
West of Fife - -	5	136,000	West of Fife and Charleston Railway.
Wansbeck - - -	3¾ 4	70,000	Wansbeck Railway.

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And it is expedient that provision should be made for the consolidation into one or more class or classes of stock of any two or more of the said unconsolidated lien stocks:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited for all purposes as "The North British Railway (General Powers) Act, 1870."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," Parts I., II., and III. of "The Railways Clauses Act, 1863," relating respectively to construction of a railway, to extension of time, and to working agreements, and "The Harbours, Docks, and Piers Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form part of this Act, and such Acts and parts of Acts are herein-after referred to as the incorporated Acts; and in construing sections thirteen, eighteen, and nineteen of "The Railways Clauses Act, 1863," the words "work" and "railway" shall be taken to mean the piers at Port Edgar to be improved, extended, or enlarged under the powers of this Act, as well as the railway by this Act authorised.

Power to make railways according to deposited plans.

3. Subject to the provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the line and according to the levels shown on the deposited plans, sections, and amended sections, the railway and works herein-after described, with all proper stations, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for the purposes of this Act: Provided always, that it shall not be lawful for the Company, notwithstanding anything in this Act or in the Acts incorporated with this Act contained, to acquire compulsorily any of the lands of Stobcross, or to enter upon, take, or use temporarily or permanently any of such lands, excepting in accordance with the provisions of the agreement entered into among the Clyde Trustees, the Company, and the proprietors of those lands, and herein-after confirmed; provided also, that it shall not be lawful for the Company under the powers of this Act

to take any of the lands numbered respectively 9, 10, 11, 12, 14, 20, 21, 30, 31, 27, and 28, in the parish of Dalmeny, in the county of Linlithgow, on the deposited plans, or any part of the property numbered 22 in the same parish on the said plans, which lies eastward of the stream called Eckline Burn, numbered 23 in the same parish on the said plans, except with the consent of the owners for the time being of such lands or property; and provided further, that the lands by this Act authorised to be taken from the Dundas estate shall only be used for the purpose of getting materials therefrom for strengthening and improving the piers and constructing the works at Port Edgar, and that the solum of the said lands shall be restored to the owner of such estate when the authorised works are completed, and not in any event later than the expiration of five years from the passing of this Act, compensation being also made to the owner of the said estate for the materials taken from the said lands, and for all damage occasioned by the Company's operations, and the Company's use of the said lands for the purposes aforesaid, being subject to the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," with reference to the temporary occupation of lands during construction. The railways and works herein-before referred to are,—

(1.) Railway No. 1, one mile and forty-eight yards in length, commencing on the south side of Castlebank Street, in the burgh of Partick and parish of Govan, by a junction with the railway thirdly described in and authorised by "The Extensions Act, 1864," and terminating in the barony parish of Glasgow, on the lands of Stobcross:

(2.) Improvement, extension, or enlargement of the piers at Port Edgar belonging to the Company, and extending into the Firth of Forth, in the county of Linlithgow, for the purpose of strengthening and adapting the same for shipping and harbour purposes:

(3.) Alterations in the levels of the Benhar Branch.

Provisions as to bridges over Ferry Road and Sandyford Street.

4. And whereas the railway by this Act authorised is intended to be carried across Ferry Road and Sandyford Street, in the barony parish of Glasgow, be it enacted, that the Company shall be bound to construct the bridge for carrying the said railway over the Ferry Road of a single span of not less at any point than forty feet, the piers and abutments being not less than twenty feet at any point from the centre of the road, and there shall be a clear headway throughout, measuring from the centre of the road, of not less than seventeen feet, and the piers and abutments shall be so constructed that the Board of Police of Glasgow may at any time, if they desire

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it, lower the present level of the said road to the extent of one foot, and the Company shall be bound to construct the bridge for carrying the said railway over Sandyford Street of a single span of not less at any point than seventy feet, having a clear headway throughout of not less than sixteen feet, measuring from the centre of the street, and the piers and abutments of the said bridge shall be not less than thirty-five feet at any point from the centre of the said street, and shall be so constructed as to permit the present roadway of the said street to be lowered to the extent of two feet by the said board of police, should they at any time find it advisable to do so.

Sandyford Street and Kelvinhaugh Street not to be interfered with.

5. Except for the purpose of constructing the bridge over Sandyford Street, nothing in this Act contained shall authorise the Company to enter upon, take, or use, or construct any works upon Sandyford Street or Kelvinhaugh Street.

Application of certain station lands.

6. And whereas the Company have acquired for station purposes various portions of land from the estates of Stobcross and Overnewton, east of Sandyford Street, be it enacted, that, subject to the provisions of this Act, such land shall be applied and laid out as provided by the agreement between the Caledonian Railway Company and the Edinburgh and Glasgow Railway Company scheduled to and confirmed by "The Extensions Act, 1864."

Railways and works to form part of Company's undertaking.

7. The railway and works by this Act authorised shall form part of the undertaking of the Company, and the railway being in substitution for railways now comprised in the Stobcross undertaking shall form part of the Stobcross undertaking.

Power to apply existing funds.

8. The Company may contribute and apply for the purposes of this Act any moneys which they may have in their hands, or which they may have authority to raise, and which are not required for the purposes to which the same are by any Act declared to be specially applicable.

Powers for compulsory purchases limited.

9. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Notice to be given of taking houses of labouring classes.

10. The Company shall, not less than eight weeks before they take in any parish 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, hand bills, or other general notice, placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a sheriff-substitute or his deputy that it has been proved to

his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Penalty for non-completion of works.

11. If the Company fail within the period limited by this Act to complete the railway authorised to be made by this Act, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of any such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions herein-after contained, and in the same manner as the penalty provided in the third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "Edinburgh Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the

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said sum of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

Period for completion of works.

13. The railway shall be completed within three years, and the other works by this Act authorised shall be completed within five years from the passing of this Act, and if the said railway and works shall not be completed within those respective periods, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

14. Except as by this Act otherwise provided, the Company may demand and take in respect of the railway by this Act authorised such tolls and charges as they think fit, not exceeding the rates of tolls and charges authorised to be taken on the Border Union line of the North British Railway under "The Border Union (North British) Railways Act, 1859," as modified by the second and third sections of the schedule (B.) to "The North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865," and in estimating the amount of toll or charge in respect of any traffic conveyed partly on the railway by this Act authorised and partly on any other railway of the Company, the railway by this Act authorised and such other railway shall be deemed one railway.

Power to Company to abandon portions of authorised line.

15. The Company shall abandon the construction of so much of the railway from the Glasgow, Dumbarton, and Helensburgh Railway to Stobcross House, authorised by "The Extensions Act, 1864," and therein thirdly described, as lies to the eastward of the point of junction therewith of Railway No. 1, and also the railway and tramway authorised by the same Act, and therein fifthly and sixthly described, and the road or access referred to in the twenty-first section of the same Act, and therein described as extending from the west end of Stobcross Street southward until the same shall join the present level of the road numbered on the plans deposited with reference to the said Act 104 in the barony parish of Glasgow, and the bridge referred to in the twenty-second section of the same Act.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

16. The abandonment by the Company, under the authority of this Act, of any portion of any railway or work shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation (Scotland) Act, 1845," 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 may have been temporarily occupied by the Company to receive compensation, in accordance with the provisions in that behalf of "The Railways Clauses Consolidation (Scotland) Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have 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 last-mentioned Act or "The Extensions Act, 1864."

Compensation to be made in respect of portions of railways abandoned.

17. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands 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 Consolidation (Scotland) Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Caledonian Railway Company to have same rights over new railway as over railways abandoned.

18. The Caledonian Railway Company shall be entitled to all such and the same or the like powers, rights, and privileges with reference to the railway by this Act authorised, and which is to form part of the Stobcross undertaking, and any stations or works which may be constructed in connexion therewith, as they are now entitled to with respect to the railways and tramway to be abandoned under this Act, and the stations and works of the Company in connexion therewith respectively, or would be entitled to if the same were constructed and in use, or such other powers, rights, and privileges as may be agreed upon between them and the Company.

Authorising agreements between the Company and the proprietor of Over Newton.

19. The Company on the one hand, and the proprietor of Over Newton on the other hand, may enter into such agreements with reference to the matters referred to in the forty-seventh section of "The General Powers Act, 1868," and in the twenty-eighth section of the Act of 1869, and with reference to the railway by this Act authorised, and the lands of the said proprietor required for the purposes of such railway, as they think fit; and when any such agreement shall have been entered into, all the provisions contained in

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the said sections, so far as they relate to or affect the proprietor of Over Newton and his lands, shall be and are hereby repealed, except such of the said provisions as may be specially reserved or kept in force by the said agreement.

Saving agreement with W. S. Stirling-Crawfurd.

20. Nothing in this Act contained shall prejudice or affect any agreement entered into between the Company, the Clyde Trustees, and William Stuart Stirling Crawfurd, of Milton, or any person on his behalf, for the acquisition of parts of the lands of Overnewton, or empower the Company without the consent in writing of the said William Stuart Stirling Crawfurd to enter upon, take, or use any of the said lands otherwise than in accordance with the terms of any such agreement.

Confirming agreement between the Clyde Trustees, the Company, and the Stobcross proprietors.

21. The agreement entered into between the Clyde Trustees, the Company, and the Stobcross proprietors, set forth in schedule (A.) to this Act annexed, is hereby confirmed, and notwithstanding anything contained in "The Lands Clauses Consolidation (Scotland) Act, 1845," the portions of land which by such agreement are to be feued to the Company, and any other portion of land which the Stobcross proprietors may feu to the Company under the provisions of this Act, shall be vested in them by a formal feu contract, reserving to or conferring on the said Stobcross proprietors all the rights and remedies which by the law of Scotland are competent to superiors in respect of lands held in feu: Provided that nothing in the said agreement or in this section contained shall prejudice or affect any right, title, estate, or interest of any corporation or person other than the respective parties to the said agreement.

Confirming agreement between Company and the Clyde Trustees.

22. The agreement entered into between the Clyde Trustees and the Company, which agreement is set forth in schedule (B.) to this Act annexed, is hereby confirmed, and it shall be lawful for the parties to carry the same into effect: Provided that this enactment shall not be construed so as to confer power upon the Clyde Trustees to make the tramway referred to in the last-mentioned agreement; provided also, that the Company shall not construct the branch from the deviation line mentioned in articles second, third, and fourth of the said agreement; that the tramway mentioned in article fourth of the said agreement shall be constructed as provided by "The Clyde Navigation (Stobcross Dock) Act, 1870," instead of as mentioned in that article; that the Caledonian Railway Company's interest in the railways and works mentioned in article third of the said agreement and lands connected therewith, so far as the same are situate to the eastward of Sandyford Street, shall not form part of the separate undertaking mentioned in that article; that,

notwithstanding article nineteenth of the said agreement, the Company shall not, without the consent of the Caledonian Railway Company, sell any land to the eastward of Sandyford Street, except such portion thereof as may by agreement between the said Companies be allocated for the exclusive use of the Company; and that, notwithstanding articles eighth, thirteenth, and sixteenth of the said agreement, the feu duties payable for the land acquired, and which may be acquired by the Company and the Caledonian Railway Company for the purposes of the Stobcross undertaking, shall have priority over the sum of one hundred and fifty thousand pounds to be advanced by the Clyde Trustees to the capital of the Stobcross undertaking and the dividends thereon; and that, notwithstanding article ninth of the said agreement, the acquisition of land and construction of works to the eastward of Sandyford Street, except such portion thereof as may by agreement between the Company and the Caledonian Railway Company be allocated for the exclusive use of the Company, shall be under the direction and control of a committee of management, consisting of four members appointed by the Caledonian Railway Company and two members appointed by the Company and two members appointed by the Clyde Trustees, and if upon any question with respect to the matters above mentioned the said members shall be equally divided in opinion, such question shall be determined by an arbitrator to be appointed by the sheriff depute of Lanarkshire on the application of the Clyde Trustees, or of either of the said Companies, and the powers and duties of the said committee of management shall cease on the completion of the said works to the eastward of Sandyford Street.

Confirming agreement set out in schedule (C.)

23. The agreement entered into between the Clyde Trustees, the Company, and the Caledonian Railway Company, set out in schedule (C.) to this Act annexed, is hereby confirmed.

Lands of Yorkhill not to be taken compulsorily.

24. It shall not be lawful for the Company to acquire compulsorily any of the lands of Yorkhill belonging to the Clyde Trustees, or agreed to be purchased by them from Robert Black of Kelvinhaugh, except to the extent of thirty feet southward from the centre line of the railway shown on the deposited plans, and therein called Railway No. 2, where the said railway intersects the lands marked Nos. 12 and 13 on the deposited plans, in the barony parish of Glasgow.

Company to convey certain lands to the Clyde Trustees.

25. In the event of the Company acquiring all or any portion of the lands marked numbers 15, 21, 28, 29, and 30 on the deposited plans, in the barony parish of Glasgow, situate within fifty feet

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from the north side of the Point House Road, the Company shall be bound to sell and convey to the Clyde Trustees such portions of the said lands as shall be situate within the said distance of fifty feet from the said road, upon receiving an intimation in writing from the trustees of their desire to purchase the said portions of the said lands, and upon payment by them of a proportionate part of the price paid by the Company for the whole of the said lands or the portion thereof acquired by them, with interest at the rate of five per centum per annum from the date of payment of the said price by the Company: Provided that the Company shall not be bound to sell or convey to the trustees any portion of the said lands unless the trustees shall give notice of their desire to purchase the same within three years after the passing of this Act.

Port Edgar to be constituted a harbour.

26. The Company may have, hold, and enjoy as a harbour the port or place known as Port Edgar, situate in the parish of Dalmeny in the county of Linlithgow, and so much of the Firth of Forth as is comprised within the piers of the Company; and a straight line drawn from the seaward extremity of one pier to the seaward extremity of the other pier shall, together with said piers, be deemed to constitute and to be within the said harbour; and it shall be lawful for the Company from time to time to improve the said harbour and adapt the same and the said piers for the purposes of shipping.

Tonnage rates payable on vessels—schedule.

27. The Company from time to time may demand and take for every vessel entering or resorting to or using the harbour or works of the Company any sums not exceeding the tonnage rates specified in the schedule (D.) to this Act annexed, and the tonnage rates so payable shall be payable by the masters of the vessels.

As to vessels remaining in harbour after specified periods.

28. Where any vessel using the harbour or works of the Company, and whether or not any tonnage rates have previously been paid or payable to the Company in respect of the vessel, remains in or at the harbour or works more than the period in that behalf specified in the schedule (D.) to this Act annexed, after the time of going into or to the harbour or works or any part thereof, there shall be payable and paid to the Company by the master of every such vessel a further tonnage rate not exceeding the rate in that behalf specified in that schedule, in addition to the other tonnage rates payable according to this Act: Provided that no such additional rate shall be payable for any vessel prevented from leaving the harbour by an embargo.

Wharfage rates payable

29. The Company from time to time may demand and take for all animals or goods specified in the schedule (D.) to this Act

annexed, which are shipped or unshipped, received or delivered at or upon or from any part of the harbour and works of the Company, or which are discharged within or at the harbour and works from one vessel into another vessel, or into the waterway of the harbour and works, any sum not exceeding the several wharfage rates in that schedule specified with respect to those goods respectively; and as regards all animals or goods so shipped, unshipped, received, delivered, or discharged, which are not specified in that schedule, may demand and take in respect of the same wharfage rates equal to the wharfage rates from time to time payable in respect of animals or goods so specified which are as nearly as may be of like nature, package, and quantity, and the wharfage rates shall be payable by the owner or consignee of the goods.

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on goods—schedule.

30. Where any goods liable to any of the wharfage rates are placed on any of the public wharfs of the Company, and remain there more than three days, the Company at any time after the expiration of three days may require the owner to remove the same from the public wharf, and to pay such rent as the Company thinks fit for every day during the whole or any part of which the goods remain on the public wharf after the expiration of the three days.

Rent for goods liable to wharfage rates remaining on public wharfs more than three days.

31. Provided that the daily amount of the rent so payable to the Company shall not exceed the amount of the wharfage rate for the goods.

Daily rent not to exceed wharfage rate.

32. If the goods be not forthwith so removed, or if the owner cannot be found, the Company may remove the goods to some place of safety, and detain the same until payment be made of the wharfage rate, if unpaid, and the rent and the expenses of the removal and detention; and if the expenses be not paid within three days after demand made of the owner of the goods, or if the owner cannot be found, the Company may sell the goods or part thereof, and out of the proceeds of the sale satisfy the wharfage rate if unpaid, and the rent and expenses of the removal, detention, and sale, rendering on demand the surplus, if any, of the proceeds, and the unsold goods, if any, to the person entitled thereto.

Removal and sale of goods.

33. The Company, in addition to the other rates, from time to time may demand and take any sums not exceeding the rates following; (that is to say,)

Rates for staiths, &c.

For the shipping by the Company of coals, coke, or culm, by means of staiths, drops, shipping machines, or other machinery, twopence a ton:

For the weighing by the Company of coals, coke, or culm (including the use of the weighing machine), one farthing a ton:

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For the use in other cases of staiths, drops, shipping machines, or other like machinery, such reasonable rates as the Company from time to time determine.

Cranage rates as in schedule (D.)

34. The Company from time to time may demand and take in respect of the user of cranes, shearlegs, and other like apparatus, and whether the same are upon any public wharf or not, any sums not exceeding the rates specified in the schedule (D.) to this Act annexed, and those rates shall be payable by the owners of the goods in respect of which the cranes, shearlegs, or machinery are used.

Ballast rates as in schedule (D.)

35. The Company from time to time may demand and take for the removal of ballast from and into vessels within or at the harbour and works, and the conveyance of ballast to or from the place of deposit thereof, any sums not exceeding the ballast rates specified in the schedule (D.) to this Act annexed, and the ballast rates shall be paid by the master or owner of the vessel into or from which the ballast is loaded or discharged.

Charges for services by Company at the harbour, &c.

36. The Company from time to time may demand and take such reasonable charges as they think fit for services rendered by them in respect of shipping, unshipping, landing, re-landing, housing, unhousing, weighing, coopering, sampling, piling, unpiling, watching, loading, unloading, repairing, protecting, collecting, and delivering goods, and for any other services with respect to goods shipped or unshipped, or warehoused or deposited at the harbour or works, for which services any specific rate is not prescribed by this Act, and the Company shall render such services when and as they are required.

Performance of services by others.

37. Provided that any persons may employ their own agents, servants, or labourers to perform, in or at the harbour and works, any of those services with respect to any goods in which the persons are interested.

Officers of customs to have free access to harbour without payment of tolls.

38. All officers of customs being in the execution of their duty shall have free ingress and egress into and out of the said harbour and premises, and through the entrances of the same, and may freely pass and repass with their vessels and boats through the water communications of the said harbour at all times, without payment of any toll or sum for so doing.

Company may provide engines, &c.

39. The Company may provide such steam engines, vessels, piling engines, diving bells, ballast lighters, and rubbish lighters, and other machinery and vessels as they think necessary for any of the other purposes of this Act, and may demand and receive such sums for the use of the same as they think reasonable.

Power to appoint weighers and measurers.

40. The Company may from time to time appoint and license a sufficient number of persons to be meters and weighers within or on the harbour and piers.

Extension of time for purchase of certain lands.

41. The respective times limited for the compulsory purchase and taking of lands for the purposes of the railways and works authorised by the following Acts shall, so far as relates to such and such portions of the said railways and works as are herein-after described, be prolonged and extended to the period of two years from the passing of this Act, but so that such powers shall not be exercised after the expiration of two years from the passing of this Act; (that is to say,)

The railways and works authorised by "The Extensions Act, 1864," so far as the same are not abandoned under the authority of Parliament, or are not authorised to be abandoned by this Act:

The railway authorised by "The North British Railway (Carlisle Citadel Station and Branches) Act, 1865," and therein called Railway No. 1, so far as the same is not abandoned under the authority of Parliament:

The railways authorised by the same Act, and therein respectively called Railway No. 2 and Railway No. 3, and the lands for station purposes by the same Act authorised to be purchased:

The railways authorised by "The North British Railway (Financial Arrangements) Act, 1867:"

The railway authorised by "The Monkland Railway (Branches) Act, 1865," and therein thirdly described:

The Benhar Branch, authorised by the same Act.

Extending time for completion of works.

42. The respective times limited for the completion of the railways and works mentioned or referred to in the last preceding enactment shall, so far as relates to such of the said railways and works, or such parts thereof respectively as are not completed or are not abandoned under the authority of Parliament or authorised to be abandoned by this Act, be enlarged and extended for a period of three years from the passing of this Act.

Penalties in respect of extension of time.

43. If the Company fail within the period limited by this Act to complete the railways the time for making which is by this Act extended (except the railways authorised by "The North British Railway (Financial Arrangements) Act, 1867," and except the railways authorised by "The Extensions Act, 1864"), then, in lieu of any other penalty imposed upon the Company for the non-completion of such railways within the time limited by any

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Act of Parliament for the completion thereof, the Company shall for each such railway, or for all of such railways authorised by the same Act, be liable to a penalty of fifty pounds a day for every day after the expiration of the period limited by this Act for the completion thereof until the said railway or railways is or are completed and opened for public traffic, or until the sum received in respect of any such penalty shall amount to five per centum on the estimated cost of the works to which the penalty relates; and every such penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions herein-after contained, and in such manner as the penalty provided in the third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of any such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, to an account opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, or (as the case may be) of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the railway or railways to which the penalty relates by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

44. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "Edinburgh Gazette," if the railway to which the penalty relates is in Scotland, or in the "London Gazette," if the railway to which the penalty relates is in England, shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway to which the penalty relates, or any portion of such railway, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company with respect to such railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation

as aforesaid, in such manner and in such proportions as to the Court of Exchequer in Scotland, or (as the case may be) to the Court of Chancery in England, may seem fit; and if no such compensation shall be payable, or if a portion of the said sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

If railways authorised by Extensions Act, 1864, not completed within extended time, the Company to be liable to a penalty.

45. If the railways authorised by "The Extensions Act, 1864," the time for making which is by this Act extended, shall not be completed and opened for public traffic within the extended period by this Act limited for the completion thereof, then and from thenceforth the Company shall be liable to a penalty of fifty pounds per day, to be recoverable as a debt due to the Crown, for every day thereafter until the railways shall be completed and opened for public traffic, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control, but the want of sufficient funds shall not be held to be a circumstance beyond the control of the Company.

Powers of Company to cease if railways, &c. not completed within time limited.

46. If the railways and works the time for making which is by this Act extended shall not be completed within the period limited by this Act for the completion thereof, then, on the expiration of such period, the powers by the Acts authorising the same respectively, or by this Act granted to the Company for making the said railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to close Port Hopetoun and part of the Union Canal, and sell site.

47. The Company may close for traffic and shipping, and cause to be discontinued as a canal, the basin called Port Hopetoun, and so much of the Union Canal in connexion therewith as is situated to the eastward of Semple Street in Edinburgh, on and from any day after the passing of this Act, of which the Company shall have given notice in the "Edinburgh Gazette," and for three consecutive weeks in an Edinburgh newspaper, and the Company may have, hold, possess, and enjoy the site and solum of the said basin, and of the part of the canal so closed and discontinued, and of all wharves, towing-paths, yards, buildings, erections, and works in connexion

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therewith respectively, belonging to the Company, and may sell and dispose of the same as they think fit.

Sect. 8 of 28 & 29 Vict. c. ccxix. repealed.

48. The eighth section of the Act of 1869 is hereby repealed.

Extending time for sale of certain superfluous lands, &c.

49. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation (Scotland) Act, 1845," or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them in the parishes of Saint Cuthbert's or West Kirk, city of Edinburgh; Canongate, North Leith, South Leith, and Inveresk, in the county of Edinburgh; Direlton, Tranent, Prestonkirk, Haddington, Atholstaneford, Aberlady, Dunbar, and Oldhamstocks, in the county of Haddington; Coldhingham, Ayton, Dunse, Oldhamstocks, and Cockburnspath, in the county of Berwick; city of Glasgow, barony of Glasgow; Springburn, Cadder, and Maryhill, in the county of Lanark; Kirkintillock, Old Kilpatrick, Cumbernauld, Cardross, and Bonhill, in the county of Dumbarton; Campsie, Stirling, Saint Ninian's, Falkirk, and Polmont, in the county of Stirling; Bathgate and Linlithgow, in the county of Linlithgow; Dundee, in the county of Forfar; Ferryport-on-Craig, Cupar, Dysart, Kirkcaldy, Burntisland, Dunfermline, Beath, Markinch, Collessie, Newburgh, Abbotshall, and Kinghorn, in the county of Fife; Logie, Alva, and Alloa, in the county of Clackmannan; Culross, Logie, Dumbareney, and Abernethy, in the county of Perth, and in the town of Berwick-upon-Tweed, but which have not yet been applied or are not required for the purposes of the Company, for the periods following; (that is to say,) as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of the Act of 1869, and as regards the other of the said lands for the period of two years from the passing of the Act of 1869, but the Company may at any time during such respective periods of ten years and two years, and at the expiration of such respective periods shall, sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking.

Providing for conversion of Leadburn preference stock

50. The Company shall give ordinary stock of the Company in exchange for Leadburn preference stock to all such of the proprietors of the Leadburn preference stock as shall require or consent to the exchange at the rate of one hundred pounds of ordinary stock for

one hundred pounds of preference stock, and shall from time to time create such an amount of ordinary stock as may be necessary for the purposes of such exchange, and all Leadburn preference stock which shall be taken by the Company in exchange for ordinary stock shall be cancelled.

into ordinary stock of the Company.

51. It shall be lawful for any trustees in whose names any Leadburn preference stock is registered to require or consent to the exchange thereof, or of any part thereof, for North British ordinary stock of the Company, and to take and hold North British ordinary stock of the Company in exchange for such Leadburn preference stock; and if any person being a pupil, minor, infant, idiot, lunatic, or otherwise under disability is entitled to any Leadburn preference stock, it shall be lawful for his guardian, tutor, curator, committee, or other person having charge of his estate for him and in his behalf to require or consent to the exchange thereof, or of any part thereof, for North British ordinary stock of the Company, and such requirement or consent shall for the purposes of this Act be deemed to be the requirement or consent of the person to whom such Leadburn preference stock shall belong.

When stock vested in trustees, &c.

52. All North British ordinary stock of the Company which shall be given in exchange for Leadburn preference stock under the provisions of this Act shall be held upon the same trusts and be subject to the same rights, powers, charges, and liabilities as the Leadburn preference stock for which it is exchanged, and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such Leadburn preference stock.

Stock to be held upon the same trusts, &c.

53. When the proprietors of any two or more of the unconsolidated lien stocks shall, as by this Act provided, have agreed to the conversion thereof into a class of consolidated lien stock, the Company shall create consolidated lien stock entitled to fixed preferential dividends, as herein-after mentioned, at the rate of four pounds per centum per annum, and the amount of consolidated lien stock to be so created shall be such whereof the dividend for one year shall be equal to the aggregate amount of dividends for one year upon all the unconsolidated lien stocks to be consolidated.

Providing for consolidation of unconsolidated lien stocks.

54. If and whenever the proprietors of any consolidated lien stock created under the powers of this Act and of any one or more class or classes of unconsolidated lien stock agree, as by this Act provided, for the consolidation of such unconsolidated lien stock with the consolidated lien stock, the Company shall increase the consolidated lien stock by the creation of an additional amount of such stock entitled to fixed preferential dividends at the rate of

Providing for addition to consolidated lien stock by admission of other unconsolidated lien stocks.

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four pounds per centum per annum, and the amount of additional stock to be so created shall be such whereof the dividends for one year shall be equal to the aggregate amount of the dividends for one year upon the unconsolidated stock to be consolidated.

What constitutes consent of proprietors of stock.

55. The consent of the proprietors of any class of unconsolidated lien stock, or (as the case may be) of consolidated lien stock, shall be deemed to have been given to such consolidation within the meaning and subject to the provisions of this Act if not less than three fourths of such proprietors present in person or by proxy at a meeting specially convened for the purpose in the manner required by this Act shall consent thereto.

How meeting to be convened.

56. Every such meeting of proprietors of unconsolidated lien stock shall be convened by the secretary of the Company at the instance of the directors, or on a requisition in writing signed by proprietors of such unconsolidated lien stock holding amongst them not less than a twentieth part of the total amount of such stock, and every such meeting of proprietors of consolidated lien stock shall be convened by the secretary of the Company at the instance of the directors, or on a requisition in writing signed by proprietors of such consolidated lien stock holding amongst them not less than one thousand pounds of such stock; and every such meeting shall be called by advertisement inserted in the "Edinburgh Gazette," and once in two consecutive weeks in a newspaper published in Edinburgh at least three days in the week, and also by circular addressed and sent by post to or delivered at the house of each proprietor of the stock in respect of which the meeting is to be held.

Chairman and secretary at the meeting.

57. At the meeting every director shall be entitled to be present, whether he is or is not a proprietor of the stock in respect of which the meeting is held, but no person who is not a proprietor of such stock shall be entitled to vote, and the chairman of the Company shall, if present, preside at the meeting, and if he be not present, one of the directors, or if there be no directors, one of the proprietors, to be in either case chosen by the proprietors present, shall act as chairman; and the secretary of the Company shall, if present, act as secretary, and if absent, a secretary for the occasion shall be appointed at the meeting by the proprietors present.

Voting.

58. Every proprietor of the stock in respect of which the meeting is held shall be entitled to vote in person or by proxy, and shall have one vote for every ten pounds of such stock held by him.

Consent, if given, to be recorded, and

59. If the consent of not less than three fourths of the votes of the proprietors of the stock in respect of which the meeting is held,

present in person or by proxy, is given to the consolidation, a minute recording that fact, and stating whether the resolution of consent to the consolidation was passed unanimously, and, if not unanimously, setting forth the number of votes given in favour of the resolution and the number of votes given against it, shall be made and signed by the chairman at the meeting and by the secretary at the meeting, and shall be entered in the minute book of the proceedings of the directors at their next meeting, and the minute so signed as aforesaid, or the copy thereof in the said minute book, shall be conclusive evidence that such consent was given.

record to be conclusive evidence.

60. All consolidated lien stock created under the powers of this Act shall confer upon the holders thereof respectively the same right of voting at meetings of the shareholders as is conferred by an equal amount of preference stock of any class in the capital of the Company, and (subject to the provisions of this Act with respect to lien and preference or priority) shall also confer all other rights and privileges attached to lien stock of every class in the capital of the Company, but not any special right or privilege attaching to lien stock of some or one only of such classes.

Consolidated lien stock to confer rights of voting, but no other special privileges.

61. All railways, works, rates, and property of the Company which were subject to any charge or lien of or with respect to any unconsolidated lien stock prior to the consolidation thereof under the provisions of this Act shall, after such consolidation, be subject to a like charge or lien, and for the same but to no greater extent or amount, of or with respect to all the consolidated lien stock in or with which such unconsolidated lien stock shall have been consolidated, and the proprietors of all or any of such consolidated lien stock shall have the same lien, powers, rights, and remedies for recovering and enforcing payment of their dividends against such railways, works, rates, and property as prior to the consolidation the proprietors of the unconsolidated lien stock had for recovering and enforcing payment of their dividends, but the amount which may be so recovered shall not exceed the amount which would in like manner have been recovered by the proprietors of the unconsolidated lien stock if the consolidation of stock had not taken place.

Lien on railways, &c. to continue after consolidation of stock.

62. As regards the general profits of the Company, the consolidated lien stock shall be entitled to the same preferences or priorities with respect to the payment of preference dividends as the several classes of unconsolidated lien stocks thereby consolidated were entitled to prior to the consolidation; so that, in the event of a deficiency of profits to pay all the preference dividends of the

As to general profits, consolidated lien stock to have same priorities as unconsolidated lien stocks.

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Company in full, the proprietors of such consolidated lien stock shall be entitled (irrespective of their claims under their special liens, and without prejudice thereto) to have applied in or towards the payment of their dividends the same proportionate amounts of such profits as would have been applicable in or towards the payment of the dividends upon the said several unconsolidated lien stocks if the consolidation thereof had not taken place, and the amount of profits so applicable shall be divided rateably amongst all the proprietors of the consolidated lien stock according to the amount of such stock held by them respectively.

Vesting of consolidated lien stock.

63. Every person or corporation entitled to any unconsolidated lien stock to be consolidated under the powers of this Act shall, for and in respect of such stock, be entitled to such an amount of the consolidated lien stock as will yield the same amount of dividends per annum as the unconsolidated lien stock to which such person or corporation shall be so entitled, and that amount of consolidated lien stock shall vest in such person or corporation accordingly, and be subject to the same trusts, powers, rights, charges, and liabilities as the unconsolidated lien stock in respect of which it is so vested, and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such unconsolidated lien stock.

Saving rights of the Crown in the foreshore.

64. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the said Company to take, use, or in any manner interfere with any portion of the shore, or bed of the Firth of Forth, 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 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 under "Crown Lands Act, 1866."

65. 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 twenty, twenty-one, or twenty-two of "The Crown Lands Act, 1866."

Railways not exempt from provisions of present and future general Acts.

66. Nothing herein contained shall be deemed or construed to exempt the railways by this Act authorised to be made 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, authorised by any Act relating to the Company.

Expenses of Act.

67. 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.

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

AGREEMENT among the Trustees of the Clyde Navigation, incorporated by "The Clyde Navigation Consolidation Act, 1858" (hereafter called "the Clyde Trustees"), first parties; the North British Railway Company, incorporated by "The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862" (herein-after called "the Railway Company"), second parties; and John Ross, junior, Andrew Galbraith, Archibald Galbraith, and Thomas Thomson, all merchants in Glasgow, Robert Napier, engineer there, and Adam Patterson, writer there (herein-after called "the Stobcross proprietors"), third parties.

WHEREAS the Stobcross proprietors are owners of the lands of Stobcross, lying in the barony parish of Glasgow and shire of Lanark: And whereas the Clyde Trustees are proprietors of a portion of the said lands of Stobcross, having frontage to the River Clyde, subject to certain conditions, provisions, and others relative to the use thereof and otherwise, all as specified in a disposition granted by the said John Ross, junior, and others, then proprietors of the said lands of Stobcross, in whose right the Stobcross proprietors now are, in favour of the then acting Clyde Trustees, in whose right "the Clyde Trustees" now are, dated first and second October, eighteen hundred and forty-six (1st and 2nd October 1846): And whereas the "Railway Company," as coming in place of "the Edinburgh and Glasgow Railway Company," have right to another piece or portion of the said lands of Stobcross, extending to about fifty-eight thousand three hundred and seventy-five (58,375) square yards or thereby (lying immediately to the north of the portion of said lands hereinbefore mentioned conveyed to the Clyde Trustees) for the purposes of the Stobcross Railway and station authorised by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," and that, under and in virtue of an agreement dated twenty-sixth, twenty-seventh, and twenty-eighth November and first December, eighteen hundred and sixty-three (26th, 27th, and 28th November and 1st December 1863), entered into between the said Edinburgh and Glasgow Railway Company and the said John Ross, junior, and others, then proprietors of the said lands of Stobcross, in whose right the Stobcross proprietors now are, but that subject to the conditions and provisions contained in the said agreement, and also subject to certain conditions and provisions qualifying the said agreement contained in the said "Edinburgh and Glasgow Railway (Extensions) Act, 1864," and also in "The North British General Powers Act, 1868," and in "The North British Railway Act, 1869:" And

whereas the Clyde Trustees, being empowered by their existing Acts of Parliament to construct upon the said ground so acquired by them from the Stobcross proprietors a wet dock or tidal basin and other relative works, now desire to abandon the said wet dock or tidal basin, and to construct a larger and more commodious dock or tidal basin and other relative works instead thereof, for the accommodation of the increasing shipping resorting to the harbour of Glasgow, for which purpose it is necessary to take and use not only a large portion of the ground agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and to which the Railway Company have now right, but also a portion of the remaining lands of Stobcross belonging to the Stobcross proprietors: And whereas such an arrangement rendered necessary the deviation and part abandonment of the said Stobcross railways and works, and the acquiring of other ground for station purposes, the Railway Company would only consent to a sale to the Clyde Trustees of any portion of the land agreed to be acquired for the purposes of the said Stobcross line and station on the condition of their obtaining an equivalent quantity of land for the railways and station immediately adjoining and to the north of the ground to which they have at present right, and on the further condition that the Clyde Trustees should agree to advance or subscribe a portion of the capital required for the construction of the said railways and works: And whereas the Railway Company and the Clyde Trustees have entered into an agreement for raising the necessary capital to complete the said railways and works, under certain modifications and alterations, which will permit of the Clyde Trustees constructing and forming the said larger and more commodious dock or tidal basin and relative works, and have made proposals to the Stobcross proprietors for the purchase of additional lands belonging to them, and for their consent to a sale by the Railway Company to the Clyde Trustees of part of the land aforesaid to which the Railway Company have so acquired right: And whereas an action is now pending in the Court of Session in Scotland, at the instance of the Stobcross proprietors, against the Clyde Trustees, in connexion with the ground so sold by the former to the latter in eighteen hundred and forty-six (1846); and the Stobcross proprietors declined to entertain any terms for selling any portion of the latter's remaining lands to the Railway Company, or to consent to their conveying any portion of the ground to which they had acquired right for the purpose of the said Stobcross railways and station, unless the questions in dispute between the Stobcross proprietors and the Clyde Trustees were first settled: And whereas the Clyde Trustees do not admit the claims made by the Stobcross proprietors under the foresaid action, and the disposition granted by them as aforesaid, but are willing, as part of a general arrangement, to concur in a settlement on the terms after mentioned: And whereas negotiations having been entered into among the parties hereto (first) for the acquisition by the Clyde Trustees from the Railway Company and the Stobcross proprietors of a portion of the ground so agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and for the acquisition by the Clyde Trustees of a portion of the lands of Stobcross from the Stobcross proprietors; (second) for the acquisition by the Railway Company from the Stobcross proprietors of a considerable portion of their grounds, part of the said lands of Stobcross; and (third) for the settlement not only of the claims of the Stobcross proprietors against the Clyde

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Trustees in the said action and under the said disposition granted by the Stobcross proprietors and their predecessors in favour of the Clyde Trustees, but also for the settlement of the claims of the Stobcross proprietors against the Railway Company under the said agreement and under the said three herein-before mentioned Acts of Parliament, excepting only the balance of the price still unpaid stipulated for in the said agreement, which balance is to be paid as herein-after mentioned: And whereas, after numerous negotiations, an arrangement to the following effect was come to, which it is proper should be reduced to writing: Therefore the parties hereto agree, and bind and oblige themselves as follows:

FIRST. The Railway Company agree, with the consent of the Stobcross proprietors, but subject to the conditions after mentioned, to sell to the Clyde Trustees, and the latter agree to purchase, for the purposes of their enlarged undertaking as aforesaid, the piece of ground extending to forty-six thousand and ten (46,010) square yards or thereby, tinted green on the plan or sketch endorsed hereon, and subscribed by the parties as relative hereto, and bounded as follows: on the south by the ground herein-before mentioned, conveyed by the Stobcross proprietors to the Clyde Trustees; on the west by the lands of Overnewton; on the east by the piece of ground hatched in red, herein-after agreed to be conveyed; on the north-east by a continuation of Stobcross Street; and on the north partly by the ground immediately herein-after mentioned, coloured yellow, and partly by the remainder of the ground herein-before mentioned, which was agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and which piece of ground is part and portion of the said piece of ground extending to fifty-eight thousand three hundred and seventy-five (58,375) square yards, agreed to be sold by the said agreement between the said Edinburgh and Glasgow Railway Company and the Stobcross proprietors, and that at the price or consideration of twenty-five shillings for each square yard of which the said piece of ground so agreed to be conveyed to the Clyde Trustees shall consist.

SECOND. The Stobcross proprietors also agree, subject to the conditions and provisions after mentioned, to sell to the Clyde Trustees, and the latter agree to buy from the former, another piece of ground extending to five thousand three hundred and twelve (5,312) square yards, coloured yellow on the said plan, being part of the remaining lands of Stobcross, and bounded as follows: on the west by the lands of Overnewton; on the south by the lands herein immediately before mentioned, agreed to be conveyed to the Clyde Trustees; and on the north by the ground immediately herein-after mentioned, agreed to be conveyed by the Stobcross proprietors to the Railway Company, and tapering on the east to a point; and also that stripe of ground tinted purple on the said plan, extending to one hundred and eleven (111) square yards or thereby, bounded on the west by the said piece of ground hatched red, and on the east by the lands belonging to the trustees of Mr. and Mrs. John Kirkpatrick, on the south by ground conveyed as aforesaid to the Clyde Trustees, and on the north by Stobcross Street; and these at the price of twenty-five shillings for each square yard of which the said piece and stripe of ground shall consist. And further, these Stobcross proprietors agree, without any further or other consideration, to convey to the Clyde Trustees all their right and interest in and to the piece

of ground extending to eight hundred and fifty (850) square yards or thereby, intended to have formed part of a street under the said agreement between the said Stobcross proprietors and the Edinburgh and Glasgow Railway Company, as altered by the said "Edinburgh and Glasgow Railway (Extensions) Act, 1864."

Third. The Stobcross proprietors also agree, subject to the conditions and provisions after mentioned, to sell to the Railway Company, and the latter agree to buy from the former, the piece of ground extending to forty-six thousand and ten (46,010) square yards or thereby, coloured or tinted blue on the said plan, and surrounded with a red line (an extent equivalent to that which by article first has been agreed to be conveyed to the Clyde Trustees), bounded the said piece of ground so to be acquired by the Railway Company from the Stobcross proprietors as follows: on the south partly by the ground tinted yellow, herein-before mentioned, agreed to be sold by the Stobcross proprietors to the Clyde Trustees, and partly by the remaining ground agreed to be sold by the Stobcross proprietors to the Edinburgh and Glasgow Railway Company under the said agreement, and partly by the piece of ground numbered two, and hatched in blue, herein-after mentioned; on the west by the lands of Overnewton; upon the east partly by the said piece of ground numbered two, hatched in blue, and partly by the centre of a street of sixty feet in width, herein-after mentioned, to be called Galbraith Street; and on the north by the piece of ground numbered one, hatched in blue, herein-after mentioned; and which piece of ground is also part of the remaining lands of Stobcross belonging to the Stobcross proprietors, and that also at the said price of twenty-five shillings per square yard.

Fourth. In order to carry out the foregoing arrangements, the price payable by the Clyde Trustees for the said piece of ground extending to forty-six thousand and ten (46,010) square yards, contracted to be sold by the Railway Company and the Stobcross proprietors to the said Clyde Trustees by article first hereof, and the interest due thereon, shall be paid by the Clyde Trustees to the Stobcross proprietors, who shall, upon receiving such price, and upon payment to them by the Railway Company of the sum of two thousand five hundred and thirty-seven pounds ten shillings (2,537*l.* 10*s.*), the balance of the price still due and payable in respect of the ground agreed to be sold to the Edinburgh and Glasgow Railway Company by the said agreement between the said last-mentioned Railway Company and the Stobcross proprietors, and all interest due on such balance, grant or concur in granting a conveyance in favour of the Clyde Trustees of the said piece of ground agreed to be sold to them under article first hereof; and the Stobcross proprietors shall also, at the same time and without further consideration, convey to the said Railway Company the said additional piece of ground containing forty-six thousand and ten (46,010) square yards, coloured blue on said plan, contracted by article third hereof to be sold and conveyed by the Stobcross proprietors to the Railway Company.

Fifth. The Stobcross proprietors also agree to convey in feu, subject to the conditions herein-after mentioned, to the Railway Company, and the Railway Company agree to take and purchase in feu from the Stobcross proprietors, (first) the piece of ground extending to twenty-three thousand three hundred

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and one (23,301) square yards, hatched in blue, marked number one, and delineated on the said plan, and bounded as follows: on the south by the said piece of ground coloured blue, herein-before agreed to be sold and conveyed to the Railway Company, on the west by the said lands of Overnewton, on the east by the centre of the said street of sixty feet in width, to be called Galbraith Street, and on the north by the centre of an intended street of sixty feet in width, herein-after mentioned; and (second) that other piece of ground extending to four thousand one hundred and seventy (4,170) square yards, or thereby, marked number two (No. 2), and hatched blue on the said plan, and bounded on the south by the said remaining ground, agreed to be conveyed to the Edinburgh and Glasgow Railway Company by the said agreement, on the west and north by the ground coloured blue, herein-before by article third hereof agreed to be conveyed to the Railway Company, and on the east by the centre of the said intended street, to be called Galbraith Street, which said two pieces of ground are also parts of the remaining lands of Stobcross, and that at the price or consideration of twenty-five shillings per square yard, to be converted into a feu duty, calculated at the rate of five per centum per annum on the said price; and the Railway Company shall sufficiently secure the Stobcross proprietors in the payment of the said feu duty.

SIXTH. It is an express condition and provision of this agreement that the Clyde Trustees shall, in addition to the prices herein-before mentioned, make payment to the Stobcross proprietors of the sum of ten thousand pounds (10,000*l.*), and that the Railway Company shall make payment to the Stobcross proprietors of the sum of five thousand pounds (5,000*l.*), amounting together to fifteen thousand pounds (15,000*l.*), and that the Stobcross proprietors shall in respect of the said sums (first) withdraw and discharge the said proceedings in the Court of Session, at their instance, against the Clyde Trustees, and discharge the restrictions, reservations, and others in their favour, or to which they have right under and in virtue of the said disposition, granted by the Stobcross proprietors in favour of the Clyde Trustees, and specially all restrictions, prohibitions, and reservations in respect to the nature and use of buildings and erections to be constructed upon the ground conveyed by the said disposition, and also all claims for or in respect of the past, present, and future use of the said ground; and (second) discharge the Railway Company of all claims of every kind which they, the Stobcross proprietors, have or may have against the Railway Company, under and in virtue of the said agreement between the Edinburgh and Glasgow Railway Company and the Stobcross proprietors, and under "The North British Railway (General Powers) Act, 1868," and "The North British Railway Act, 1869," excepting the six hundred pounds (600*l.*) yearly, stipulated to be paid by the Railway Company to the Stobcross proprietors, under the forty-sixth (46th) section of "The North British Railway (General Powers) Act, 1868," which shall continue to be payable till the royal assent shall have been obtained to an Act of Parliament for the purposes mentioned in article twelfth (12th) hereof, to be applied for as therein mentioned.

SEVENTH. The price of the various pieces of ground to be sold and conveyed as aforesaid, together with the said sum of fifteen thousand pounds (15,000*l.*) mentioned in the immediately preceding article, shall bear interest from the date

when the said proposed Act shall obtain the royal assent, at the rate of five per centum per annum, and shall be payable at the term of Martinmas eighteen hundred and seventy (1870), and the feu duty payable under article fifth (5th) hereof shall also run from the date of such royal assent. A.D. 1870.

Eighth. The Railway Company shall not be entitled to erect, fronting either of the said streets bounding the grounds so agreed to be sold and feued to them, any buildings or erections of any kind fronting the said two streets nearer than thirty feet from the centre thereof; nor shall the Railway Company be entitled, without the consent of the Stobcross proprietors, to erect fronting the said streets any dead walls above the height of twenty feet, or any gables or sides of buildings above that height without windows therein, or to erect any building fronting the said two streets, exceeding in height three ordinary square storeys above the ground, except buildings of greater height shall be erected on the other side of the said street, in which case the Railway Company shall be entitled to erect buildings of equal height to those on the other side of the said street.

Ninth. The said street of sixty feet in width along the north side of the said piece of ground marked number one (No. 1), agreed to be feued to the Railway Company, shall so far as necessary, at the expense of the Railway Company, be brought to such levels as shall make the same available as a proper street and access to the railway station and the surrounding ground on both sides of the said street; and in the event of difference in opinion shall be brought to such levels as may be fixed by the master of works for the city of Glasgow for the time, or by any engineer or surveyor to be appointed by him; and the said street last herein-before mentioned, and also the said other intended street of sixty feet in width, to be called Galbraith Street, so far as fronting the said pieces of ground agreed to be feued to the Railway Company under article fifth hereof, and so far as fronting the said piece of ground coloured blue, agreed to be sold and conveyed to the Railway Company by article third hereof, and also so far as fronting the remainder of the said piece of ground agreed to be sold by the Stobcross proprietors to the Edinburgh and Glasgow Railway Company, that is, till Galbraith Street reaches Stobcross Street or entry, as shown on said plan, shall (so far as not already done) be causewayed at the joint and mutual expense of the Stobcross proprietors and the Railway Company, and each party shall be bound, on being required by the other, to causeway their respective halves of the said streets, and also, on their respective sides of the said two streets, to form and maintain at their own expense a sufficient footpath, with pavement of not less than ten feet in width, sufficiently edged with a kerb-stone and syver along the same, for carrying off the water, and to uphold and maintain the carriageways and footpaths of the said streets, so far as included in the ground hereby and by said agreement agreed to be conveyed to the Railway Company, in good order and repair in all time thereafter, but so far as relates to Galbraith Street only until the same shall be made or become a public street in manner provided by the twenty-fourth (24th) section of "The Edinburgh and Glasgow Railway (Extension) Act, 1864:" declaring that the Clyde Trustees shall be entitled to enforce the formation by the Railway Company and the Stobcross proprietors of the said street when and as they might have done so under the said twenty-fourth (24th) section of the said Act: and

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TENTH. The Stobcross proprietors shall have full power to draw water from the River Clyde, and from the wet dock or basin to be formed in the ground already sold, and hereby agreed to be sold to the Clyde Trustees, for which purpose the Stobcross proprietors shall have power to carry pipes through the ground conveyed, or hereby agreed to be conveyed, to the Clyde Trustees and to the Railway Company, and that at such places as may be required for the convenience of the Stobcross proprietors' remaining lands; and the Stobcross proprietors shall also have power to carry sewers from their said remaining lands through the ground to be conveyed to the Railway Company and to the Clyde Trustees, and through the lands formerly sold to the Clyde Trustees by the Stobcross proprietors, to the River Clyde or to the wet dock or tidal basin so to be formed, the said pipes and sewers to be laid so as not, when formed, to interfere injuriously with the line and works of the said Railway Company, or the traffic thereon, or their engine sheds, or other buildings, or with the works or erections of the Clyde Trustees; but in the event of the Clyde Trustees and the Railway Company, or either of them, being desirous to prevent the said sewers from being carried through the ground agreed to be conveyed to

them, and the sewage discharged into the said dock or basin, then the Clyde Trustees and the Railway Company, or either of them, shall be entitled to divert the sewerage by means of carrying a main sewer, leading from the west end of the said lands of Stobcross, westward or southward to and connecting with a sewer leading into the river, and that in such line, to such levels, and of such capacity as may be agreed upon by the Clyde Trustees, the Railway Company, and the Stobcross proprietors, and in the case of difference as may be fixed by the master of works for the city of Glasgow for the time, and so much of the expense of forming the said sewer as shall be found to be in excess of the estimated cost of carrying the same to the wet dock or tidal basin, authorised to be constructed on the lands of Stobcross by the Clyde Trustees Act, ninth Victoria, caput twenty-three, eighteen hundred and forty-six (9th Victoria, cap. 23, 1846), shall be mutually borne by the Clyde Trustees and the Railway Company, the remainder being to be borne by the Stobcross proprietors: And in respect the sewerage from the remaining lands of Stobcross, belonging to the Stobcross proprietors, is presently removed by means of a sewer or sewers, which run to the said river, through the lands now agreed to be conveyed to the Clyde Trustees and to the Railway Company, and that in the course of the operations of the Clyde Trustees the said sewer or sewers, so far as situate on the lands conveyed or to be conveyed to the Clyde Trustees and the Railway Company, may be removed or interfered with; therefore the Clyde Trustees shall be bound, at their own expense, to form and construct a proper sewer of sufficient dimensions, connecting with the said sewer or sewers where the same may be so interfered with by them so as to carry the sewage from the lands which will remain to the Stobcross proprietors to the River Clyde, or to the main sewer in Finnieston Street, if it can be made available; the levels and dimensions of the said new sewer to be fixed by the engineers of the Stobcross proprietors and the Clyde Trustees, and in the event of difference in opinion by the master of works for the city of Glasgow for the time.

ELEVENTH. And in respect the Clyde Trustees also propose to remove, alter, or divert the road or street running southwards from Stobcross Street, stipulated for in the said agreement between the Edinburgh and Glasgow Railway Company and the Stobcross proprietors, as altered by "The Edinburgh and Glasgow Railway Company (Extensions) Act, 1864," it is hereby provided and declared that the Clyde Trustees shall be bound in place thereof to afford to the Stobcross proprietors and their tenants and feuars and disponees convenient access to their said intended docks by means of the Point-house Road as now proposed to be altered, reserving to the Stobcross proprietors their rights of access to and from Finnieston Street by means of Stobcross Street or entry. And the Railway Company shall, if required by the Stobcross proprietors, in lieu of all other bridges or crossings, give an access for foot passengers from the Stobcross proprietors' remaining lands across the Railway Company's line and station to the Point-house Road as now proposed to be altered, at a convenient place at or near the west end of the ground now agreed to be conveyed and feued by the Stobcross proprietors to them; but such access shall be by a bridge only, which bridge shall not be less than twelve feet in width, and shall be maintained by and at the expense of the Railway Company in all time coming, and shall be placed in such a position as not to interfere with

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TWELFTH. The Clyde Trustees and the Railway Company shall, in the ensuing session of Parliament, apply for and prosecute a Bill or Bills for the purpose of enabling them to abandon the said docks and the said railways and station, and to enable them to purchase and acquire the ground herein-before contracted to be sold to them respectively, and to construct thereon respectively the said enlarged dock or tidal basin and relative works, and the said intended railways and station.

THIRTEENTH. All costs and charges incurred by the Stobcross proprietors connected with the preparation and carrying out of this agreement and the conveyance of the said several pieces of ground to the Clyde Trustees and the Railway Company, and also all expenses which the Stobcross proprietors may require to incur in connexion therewith, or the said Bill or Bills, and that whether such Bill or Bills shall be passed or not, shall be borne and paid by the Clyde Trustees and the Railway Company in equal proportions.

FOURTEENTH. In the event of the said Bill or Bills not being passed into law in the next ensuing session of Parliament in such shape as to authorise the formation of the said intended enlarged dock and relative works, and the said railways and other works, then this agreement shall come to an end, and the same and all that has or may follow hereon shall be of no force or effect whatever; and all actions, claims, and rights of the parties hereto shall revive and be in every respect in the same position as if this agreement had not been entered into, excepting only the Stobcross proprietors' claims for their costs and expenses, under article thirteenth hereof; and none of the parties hereto shall be entitled to found on these presents to any extent or effect whatever, except as aforesaid, and as showing the reason which influenced delay in insisting upon their respective rights: And the parties hereto consent to registration hereof for preservation and execution: In witness whereof these presents, prepared by Moncrieff, Paterson, Forbes, and Barr, writers in Glasgow, and consisting of this and the twelve preceding pages of paper, intended to be duly stamped, written, in so far as not printed, by John Duncan, clerk to the said Moncrieff, Paterson, Forbes, and Barr, are subscribed and sealed in triplicate, as follows, viz.: These presents are subscribed by the said John Ross, junior, Andrew Galbraith, Archibald Galbraith, Thomas Thomson, and Adam Paterson, all at Glasgow, on the fourteenth day of December eighteen hundred and sixty-nine, before these witnesses, David Barr, writer in Glasgow, and the said John Duncan; and by the said Robert Napier, at West Shandon, in the parish of Row, Dumbartonshire, the sixteenth day of the said month of December and year last above written, before these witnesses, Donald Turner MacLellan, residing at Craigmore, Shandon, in the said parish of Row, and John Ley, butler to the said Robert Napier; and these presents are subscribed by George Smith, merchant in Glasgow, and John Hutchison, ship and insurance broker there, two of the trustees of the Clyde Navigation, duly authorised, and sealed

with the corporate seal of the Trustees of the Clyde Navigation, all at Glasgow, the eleventh day of January eighteen hundred and seventy, before these witnesses, George Reith, general manager of the Clyde Navigation, and William Campbell, clerk in the City Chambers, Glasgow; and these presents are subscribed by John Ronald, solicitor before the Supreme Courts of Scotland, Edinburgh, and George Robertson, writer to Her Majesty's Signet, Edinburgh, two of the directors of the North British Railway Company, and sealed with the corporate seal of the said Company, all at Edinburgh, the eighth day of February and year last above written, before these witnesses, John Wilson Barrie and James Fergusson, both clerks in the head office of the North British Railway Company at Edinburgh. (Signed) Th. Thomson, John Ross, junr., Aw. Galbraith, Archd. Galbraith, Adam Paterson, R. Napier, Geo. Smith, John Hutchison, (L.S.) John Ronald, Geo. Robertson, (L.S.) David Barr, witness, John Duncan, witness, Donald T. MacLellan, witness, John Ley, witness, Geo. Reith, witness, Will. Campbell, witness, John W. Barrie, witness, J. Fergusson, witness.

SCHEDULE (B.)

AGREEMENT between the North British Railway Company, incorporated by "The North British, Edinburgh, Perth and Dundee, and West of Fife Railways Amalgamation Act, 1862," herein-after called "the Railway Company," and the Trustees of the Clyde Navigation, incorporated by "The Clyde Navigation Consolidation Act, 1858," herein-after called "the Clyde Trustees."

WHEREAS the Clyde Trustees are desirous of abandoning the dock or tidal basin which they are authorised to construct on the lands of Stobcross and Over Newton, and of constructing a larger and more commodious dock or tidal basin instead thereof for the accommodation of the increasing shipping resorting to the harbour of Glasgow, but cannot carry out the plan they propose to adopt without acquiring a large portion of the land purchased by the Railway Company for station purposes, and also portions of the ground belonging to the proprietors of the lands of Stobcross, herein-after called "the Stobcross proprietors:"

And whereas the estimated expense of constructing the railways and works comprised in the Stobcross undertaking of the Railway Company which will constitute and complete the connexion between the junction with the Glasgow, Dumbarton, and Helensburgh Railway and the site of the proposed dock or tidal basin and the station at Stobcross is three hundred thousand pounds, of which the sum of two hundred thousand pounds, or thereabouts, is still required for the completion thereof, but the Railway Company are unable to find the whole of that sum, and they decline to sell to the Clyde Trustees any portion of the ground so required by them, except on the condition that the

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said trustees advance or subscribe a part of the capital required for the said railways and works, and also make provision for enabling the Railway Company to acquire other ground in substitution for that proposed to be taken by the said trustees:

And whereas the Clyde Trustees, from the consideration above stated, and also in respect of the importance to the Clyde Navigation and the trade of the harbour of Glasgow of the formation of the said railways and works, have agreed to assist the Railway Company in raising the necessary capital required for that purpose:

And whereas, by separate agreement between the Stobcross proprietors and the parties hereto, it has been stipulated and agreed upon that, on such arrangements being made as will facilitate the formation of the said extended dock or tidal basin and railways and works modified as after mentioned, the Stobcross proprietors shall, for the consideration therein mentioned, convey certain additional portions of ground for station purposes to the Railway Company, and other portions of ground to the Clyde Trustees; and the Stobcross proprietors have further agreed, upon the conditions expressed in the said separate agreement, to concur in a sale by the Railway Company to the Clyde Trustees of a portion of the ground already acquired by them from the Stobcross proprietors for the purposes of a station; therefore the parties hereto have agreed, and hereby agree and bind and oblige themselves to the following as the conditions upon which the advance of capital by the Clyde Trustees shall be made:—

1. In carrying out the railways and works comprised in the Stobcross undertaking (as described in the twenty-seventh section of the North British Railway Act, 1869), the Railway Company shall abandon so much of Railway No. 3, authorised by the Edinburgh and Glasgow Railway (Extensions) Act, 1864, as is situated to the eastward of Castlebank Street, Partick, together with Railway No. 5 and the tramway described in the sixth place in the last-mentioned Act.

2. The Railway Company shall obtain powers to construct, and shall construct, the deviation line in respect of which they have given notice of their intention to apply for parliamentary sanction in the ensuing session, together with a branch from the said deviation line to the west end of the site of the said intended dock, with a falling gradient, so that it may join upon the level with the tramway to be formed by the Clyde Trustees as after mentioned.

3. The said railways and works, including the deviation and branch railways mentioned in the preceding article, shall, in virtue of the powers to that effect contained in "The North British Railway Act, 1869," be formed into and are hereby constituted a separate undertaking within the meaning of "The North British Railway (Financial Arrangements) Act, 1867," and "The North British Railway (General Powers) Act, 1868," under the name of the "Stobcross undertaking."

4. The Clyde Trustees shall construct a tramway from the terminus of the branch railway provided for in article 2 hereof, to the south end of Finnieston Lane or some other convenient point at which it may join the authorised

tramways along the quays of the River Clyde, herein-after called "the Clyde tramways."

5. Inasmuch as the Stobcross proprietors have made it a condition of their consenting to the conveyance to the Clyde Trustees by the Railway Company of the said portion of the ground already acquired by the latter, that they shall be paid the sum of fifteen thousand pounds for the removal and withdrawal of all claims whatsoever affecting or in relation to the ground already purchased of them by the Railway Company, and of all restrictions, conditions, and prohibitions of every kind affecting or in regard to the nature and description or use of buildings to be erected on those portions of the lands of Stobcross now belonging to the Clyde Trustees, it is hereby agreed that five thousand pounds of the said sum shall be paid by the Railway Company and ten thousand pounds by the Clyde Trustees, upon a legal discharge being granted of all such claims and restrictions.

6. The Railway Company shall acquire from the estate of Over Newton ground for the deviation lines aforesaid, equal in quantity to the ground purchased or feued by them from the said estate for the authorised line of railway now to be abandoned; and the Clyde Trustees shall free and relieve the Railway Company of any loss they may sustain through the abandonment of the ground already purchased or feued as aforesaid and the purchase of the said other ground in lieu thereof: Provided always, that, excepting in the case of the said ground being acquired compulsorily, the Railway Company shall obtain the approval of the Clyde Trustees before effecting such purchase.

7. The Clyde Trustees shall subscribe one hundred and fifty thousand pounds to the capital of the Stobcross undertaking, with the priority and security herein-after provided, in consideration of which the Railway Company undertake to complete and open for traffic the railways comprised in the Stobcross undertaking, which will constitute and complete the connexion between the junction with the Glasgow, Dumbarton, and Helensburgh Railway, and the site of the proposed dock or tidal basin and the station at Stobcross, including the deviation line and other works before mentioned, prior to the first day of August one thousand eight hundred and seventy-three; and whatever additional capital is required for the purpose of completing the said railways and works, the Railway Company bind themselves to provide, by obtaining statutory powers under which additional capital may be raised, or by such other arrangement under the existing powers of the Company as shall be satisfactory to the Clyde Trustees, declaring that the moneys to be advanced by the Railway Company and the Clyde Trustees, from time to time as the works proceed, shall be advanced in proportion to the whole amount to be contributed by each party respectively, and it is expressly conditioned that the Railway Company shall not raise any money by means of mortgage, bond, or debenture secured upon the separate undertaking.

8. The said sum of one hundred and fifty thousand pounds to be advanced by the Clyde Trustees and the dividend of four per cent. thereon herein-after provided for shall be a first charge on and constitute a real lien over the railways and works and revenue of the separate undertaking, in preference to and before any other charge whatsoever.

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9. A joint committee, consisting of three of the Clyde Trustees and three directors of the Railway Company, shall be appointed by their respective boards to acquire land, superintend the construction of the works and the management of the undertaking, until the railway shall be opened for traffic, and to exercise the other duties after specified, and the chairman of the said committee shall be one of the directors of the Railway Company, but shall not be entitled to a casting vote, and in the event of an equality of votes on any question such question shall be referred to arbitration, in terms of "The Railway Companies Arbitration Act, 1859."

10. The Clyde Trustees undertake to complete the tramway before specified, so that the same may be opened and worked along with the said railway at a period not later than the first of August one thousand eight hundred and seventy-three; and for the use of such tramway and the Clyde tramways by the North British or Caledonian Railway Companies for the conveyance of traffic to and from the quays on the River Clyde, the Trustees shall charge no higher rate than they could have charged on the Clyde tramways alone had the authorised tramway of the North British Company been completed to the foot of Finnieston Street or Lane.

11. The Railway Company shall in perpetuity maintain and uphold the said railways to be constructed under this agreement, and efficiently work the traffic over the same in connexion with their system, and shall send and convey over the said railways all traffic of every kind within their control between their system and the said dock, whether intended for shipment there or imported at the dock for transmission by railway, upon condition always that the trustees shall not charge at the said dock, upon traffic so conveyed over the said railways, higher rates than for the time being are charged for other like traffic at the said dock or at any other dock in the harbour of Glasgow, and that such traffic shall receive equal facilities with any other traffic at the said docks.

12. The Railway Company shall pay to the said committee for the conveyance over the railways of the said undertaking to be constructed under this agreement, or any part thereof, the tolls specified in the schedule hereto appended.

13. The feu duties or ground annuals payable by the Railway Company for land acquired or to be acquired for the purposes of the undertaking shall, as in a question between the parties hereto, only form a charge against its separate revenues after the dividend at four per cent. on the subscription of the Clyde Trustees, herein-after provided for, shall have been paid, and to that effect and extent the Railway Company bind themselves to release the separate undertaking of any liability for such feu duties: And, further, the Railway Company shall not convert into a feu duty the price of the new or substituted ground to be sold to them by the Stobcross proprietors, but shall pay the stipulated price for the same to an extent equal to the quantity to be sold by the Railway Company to the Clyde Trustees: Provided always, that the Railway Company shall have the option of converting into a feu duty the price of the remaining portions of ground they have agreed to purchase from the Stobcross proprietors by the said separate agreement.

14. If, in acquiring ground in addition to that already secured by the Railway Company, the said joint committee shall agree to the conversion of the

price thereof into a feu duty, the sum to be advanced by the Trustees towards the capital of the undertaking shall be reduced to the extent of one half the amount of such annual feu duty, capitalised at twenty-two and a half years' purchase. A.D. 1870.

15. The said tolls shall be deposited weekly in a bank in Glasgow, together with such tolls as from time to time may be received from the Caledonian Railway Company, for the use of the railways comprised in the separate undertaking, in an account to be kept in name of and be jointly operated on by the said committee, until in each half year there shall be accumulated a sum sufficient to pay the dividends herein-after stipulated for; and in the event of the Railway Company failing duly to account for and deposit the said tolls as aforesaid, it shall be in the power of the three Clyde Trustees who are members of the said committee for the time being to have such tolls accounted for through the Railway Clearing House, at the expense of the Railway Company.

16. Out of the said tolls so to be deposited as aforesaid, and of any other moneys forming part of the revenue of the undertaking, the joint committee before mentioned shall, in the first instance, pay to the trustees of the Clyde Navigation a dividend of four per cent. upon the said sum of one hundred and fifty thousand pounds to be subscribed as aforesaid, together with any interest that may have accrued and shall not have been paid upon the advances by the Clyde Trustees during the construction of the railway as herein-after provided; and, in the second place, they shall pay to the Railway Company a dividend of four per cent. on the amount of the capital contributed by the Company, together with the amount of the said feu duties disbursed by them, and the said committee shall divide any residue of the said tolls which may remain rateably between the Clyde Trustees and the Railway Company until each shall receive five per cent. on their respective contributions to the undertaking, and all revenues which may remain after payment of such dividends of five per cent. shall be credited and paid to the Railway Company.

17. In the event of the said revenues of any half year being insufficient to pay the stipulated dividend of four per cent. to the Clyde Trustees, the committee shall make up and pay the deficiency out of the revenues of subsequent half years.

18. Interest at four per cent. is to accrue, if not paid on the amount of capital advanced by the Clyde Trustees, from the respective dates of advance of the various instalments until the railways are opened for traffic throughout.

19. All surplus lands and property that shall not, in the opinion of the said joint committee, be required for the railway shall be sold by the Railway Company when and as they may consider it expedient, and until so sold the rent of such lands and property shall form part of the revenue of the separate undertaking; and upon the sale thereof, or any part thereof, the proceeds shall be imputed in reducing the capital, and in cancelling shares held by the Railway Company and the trustees respectively, in proportion to the amount of their respective holdings, the feu duties payable by the Railway Company, so far as applicable to the undertaking, being estimated as part of their contribution: Declaring that all rents and feu duties to be received from the Caledonian Railway Company for joint or separate station accommodation shall form part

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of the revenue of the undertaking, and the Railway Company shall pay half-yearly into the revenue account of the undertaking interest at the rate of four per cent. per annum upon any sum that may be paid to them by the said Caledonian Railway Company for land to be appropriated or sold to that Company for separate station purposes.

20. In the event of the total future expenditure on the railways and works of the separate undertaking to be constructed under this agreement, including the value of feu duties on any land hereafter to be purchased, being less than two hundred thousand pounds, the subscription of the Clyde Trustees shall be diminished to the extent of three fourths of such reduction.

21. The Railway Company may, at any time within ten years from the opening of the railways for traffic, require the Clyde Trustees, upon six months' notice, to transfer to the Company the stock held by the Clyde Trustees, upon payment of one hundred pounds, with four per cent. added from the date of opening the railways till the date of transfer, and any unpaid interest accrued on the sums advanced by the Trustees during the construction of the railways, but under deduction of any dividends paid for each one hundred pounds of paid-up shares or stock held by the said Trustees; but declaring that the purchasing of the said shares or stock by the Railway Company shall not relieve them of the obligation to send and convey over the railways of the undertaking all traffic to and from the dock within their control, upon the conditions herein-before stipulated.

22. The Railway Company shall be relieved of the obligation to form the access or road to the wet dock or basin proposed to be constructed by the Clyde Trustees on the lands of Stobcross, first described in the twenty-first section of the said Edinburgh and Glasgow Railway (Extensions) Act, 1864, and the retaining walls and embankment for a road forty feet in width from the said access or road westward, as provided by the twenty-third section of the same Act.

23. The Railway Company shall implement their obligation to form the access or street leading to the Clyde Trustees' proposed dock or tidal basin from Finnieston Street, second described in the said twenty-first section of "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," and shall also make and form the street provided by the said Act, leading from the west end of Stobcross Street northward till it join Minerva Street; and the Clyde Trustees shall be entitled to enforce the formation by the Railway Company and the Stobcross proprietors of the said street when and as they might have done so under the twenty-fourth section of the last-mentioned Act.

24. A Bill or Bills shall be introduced in next session of Parliament for power to carry out this arrangement, and for an extension of the time for acquiring lands compulsorily and for the execution of the works; but the whole arrangement shall be contingent upon the sanction of Parliament being obtained thereto. In witness whereof these presents, consisting of this and the four preceding pages, intended to be duly stamped, written, in so far as not printed, by Donald Hamilton, clerk to Angus Turner, town clerk, Glasgow, and secretary to the said trustees, are, together with the schedule appended hereto, subscribed and sealed in duplicate, as follows, viz., by James Allan, ship-

owner, and John Ramsay, merchant, both in Glasgow, two of the said trustees of the Clyde Navigation, and sealed with the common or corporate seal of the said trustees, in terms of the statute, at Glasgow, the seventh day of February eighteen hundred and seventy, as follows, viz., by the said James Allan, before these witnesses, Dugald Campbell and David Brainerd Strang, both clerks in the office of the said trustees of the Clyde Navigation; and by the said John Ramsay, also before the said Dugald Campbell and David Brainerd Strang; and by George Robertson, writer to the Signet, and George Harrison, merchant, both in Edinburgh, two of the directors of the said North British Railway Company, and sealed with the common or corporate seal of the said Railway Company, in terms of the statute, at Edinburgh, the eighth day of February and year last mentioned, before these witnesses, John Wilson Barrie and James Fergusson, both clerks in the head office at Edinburgh of the said Railway Company.

DUG. CAMPBELL, Witness.
D. B. STRANG, Witness.

Seal.

JAMES ALLAN.

DUG. CAMPBELL, Witness.
D. B. STRANG, Witness.

JOHN RAMSAY.

JOHN W. BARRIE, Witness.
JOHN FERGUSSON, Witness.

Seal.

GEO. ROBERTSON, Director.
GEORGE HARRISON, Director.

SCHEDULE OF TOLLS referred to in the foregoing Agreement.

		s.	*d.*
For all dung, compost, all sorts of manure, undressed materials for the repair of public roads or highways, coal, coke, culm, charcoal, lime, limestone, cinders, stones for buildings, pitching, and paving bricks, tiles, slates, clay, sand, ironstone, iron ore, and pig iron -	per ton	0	6
All other articles of whatever description - - -	per ton	1	0
For passengers of all classes - - - -	each	0	3
For cattle, sheep, and pigs - - - -	per truck or van	1	6
For single animals, including horses - - -	each	0	3
For carriages - - - - - - -	each	0	3
For dogs - - - - - - -	each	0	$0\frac{3}{4}$
For parcels - - - - - - -	each	0	$0\frac{3}{4}$

Seal.

JAMES ALLAN.
JOHN RAMSAY.

Seal.

GEO. ROBERTSON, Director.
GEORGE HARRISON, Director.

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SCHEDULE (C.)

AGREEMENT between the Trustees of the Clyde Navigation of the first part, the North British Railway Company of the second part, and the Caledonian Railway Company of the third part.

WHEREAS a Bill is now depending in Parliament, intituled "A Bill to authorise the Trustees of the Clyde Navigation to construct a Dock or Tidal Basin, Quays, Tramways, and other works at the Harbour of Glasgow, to abandon certain works, and to borrow additional money; and for other purposes:" And whereas another Bill is depending in Parliament, intituled "A Bill to authorise Alterations in the Stobcross Railways and other works; to confer Powers upon the Trustees of the Clyde Navigation and others in reference to the Stobcross undertaking; to extend the time for the Purchase of Land and completion of various Railways; to convert Port Edgar into a Harbour; to provide for the Conversion of the Leadburn Preference Stock into Ordinary Stock, and for the consolidation of the Lien Stocks of the North British Railway Company; and for other purposes:"

And whereas petitions have been presented against the said Bills by the said third parties, and it is necessary for the settlement of certain of the questions raised therein to make arrangements for the division of certain lands situate at or in the neighbourhood of Stobcross, which have been or are to be acquired under existing agreements by the first and second parties for the purposes authorised by the said Bills respectively: And whereas it has been agreed upon between the second and third parties that the whole lands acquired or to be acquired under existing agreements by the second party to the eastward of Sandyford Street for the formation of the railway authorised by "The North British Railway (General Powers) Act, 1870," and for stations, shall be applied to station purposes as provided in an agreement between the said third parties and the Edinburgh and Glasgow Railway Company, scheduled to and confirmed by "The Edinburgh and Glasgow Railway Extensions Act, 1864," or as may hereafter be settled otherwise between them under the provisions of this agreement; therefore, the said several parties bind and oblige themselves with and to each other in manner following; that is to say,

First. Those portions of the said lands acquired or to be acquired under existing agreements from the estates of Stobcross and Over Newton respectively which are situated upon the south side of a line seventeen and a half feet southward of the northern side of the road or street to be formed in substitution for the Point House Road, as defined in the said first-recited Bill, shall belong to the said first parties, and those portions of such lands which are situated to the northward of the said line shall belong to the said second and third parties.

Second. Where, in carrying out such division, any portion of the lands of Stobcross purchased by the first parties may require to be transferred to the second and third parties, the last-named parties shall pay the first parties for the same at the price of twenty-five shillings per square yard, and any part of the said lands of Stobcross acquired by the second parties for behoof of themselves and the third parties which it may be necessary to transfer to the first parties shall be conveyed to them on the like terms.

Third. That in respect of the lands to be appropriated as aforesaid to the second and third parties for station purposes, the third parties shall, from and after the passing of the Bill second above recited, be responsible for and pay one half of the feu duties payable for so much of the said lands as have been acquired from the estate of Over Newton, and also one half of the feu duties payable for such of the said lands as are to be acquired in feu from the property of Stobcross, and the third parties shall also repay to the second parties a sum equal to the cost of one half of the remaining portions of said lands, estimating the price of the same at eighteen shillings per square yard, with interest thereon, subject to the provisions in relation thereto contained in "The North British Railway (General Powers) Act, 1867," section 25, and thereupon the said third parties shall be vested jointly with the said second parties in the whole of the said lands.

Fourth. Whereas the second parties are by agreement entitled to acquire from the proprietor of Over Newton certain additional land prior to the fifteenth day of August next on certain specified terms, it is further agreed, that the option to acquire such land shall only be exercised jointly by the second and third parties.

In witness whereof these presents, consisting of this and the preceding page of paper, intended to be duly stamped, written, in so far as not printed, by Thomas Balfour, clerk to Adam Johnstone, writer, Edinburgh, solicitor to the said North British Railway Company, are subscribed and sealed in triplicate, as follows, viz.: These presents are subscribed by John Stirling of Kippendavie, and George Harrison, merchant, Edinburgh, two of the directors of the North British Railway Company, for and in name and on behalf of that Company, and sealed with the corporate seal of the North British Railway Company, all at Edinburgh, the twenty-seventh day of April, in the year one thousand eight hundred and seventy, before these witnesses, John Wilson Barrie and James Fergusson, both clerks in the head office of the North British Railway Company at Edinburgh; and are also subscribed by Thomas Hill of Merrylee, and John Cowan, of Number two, Park Street East, Glasgow, two of the directors of the Caledonian Railway Company, for and in name and on behalf of that Company, and sealed with the corporate seal of the Caledonian Railway Company, all at Glasgow, the twenty-ninth day of the said month of April and year last above written, before these witnesses, Archibald Gibson, secretary of the Caledonian Railway Company, and John Dickie Duncan, clerk in the head office of the Caledonian Railway Company at Glasgow; and are also subscribed by James Bain and Peter Dallas, both merchants in Glasgow, two of the trustees of the Clyde Navigation, for and in name and on behalf of the trustees of the Clyde Navigation, and sealed with

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the corporate seal of the said trustees, all at Glasgow, the third day of May and year last above written, before these witnesses, William Campbell, clerk in the town clerk's office, Glasgow, and James Brown, officer to the trustees of the Clyde Navigation, and residing in Glasgow.

JOHN D. DUNCAN, Witness.
ARCH. GIBSON, Witness.

L.S. Caledonian Railway Company.

THOS. HILL.
JOHN COWAN.

JOHN W. BARRIE, Witness.
J. FERGUSSON, Witness.

L.S. North British Railway Company.

JOHN STIRLING, Director.
GEORGE HARRISON, Director.

WILL. CAMPBELL, Witness.
JAMES BROWN, Witness.

L.S. Clyde Navigation.

JAMES BAIN.
PETER DALLAS.

SCHEDULE (D.)

Rates to be taken at Port Edgar Harbour.

TONNAGE RATES.

First Class.

	s.	d.
On all sailing, steam, or other vessels entering from or departing for any port in the United Kingdom, Isle of Man, Jersey, Guernsey, Alderney, and Sark, under 100 tons register, per register ton -	0	1½
100 tons and under 200 tons register, per register ton - -	0	2
200 tons register and upwards (except steam vessels), per register ton	0	3
Steam vessels of 200 tons register and upwards, per register ton -	0	2

Second Class.

On all sailing, steam, or other vessels entering from or departing for any port in Europe between the North Cape and Cape Finisterre, per register ton - - - - - - -	0	5

Third Class.

On all sailing, steam, or other vessels entering from or departing for any other port in Europe and the Mediterranean, per register ton -	0	7

FOURTH CLASS.

	s.	d.
On all sailing, steam, or other vessels entering from or departing for all other foreign ports whatsoever, per register ton - - -	0	9

FIFTH CLASS.

On all sailing, steam, or other vessels which do not enter within the gates of any dock or basin, but which either discharge or receive passengers or goods upon or from any pier, landing place, or jetty, per register ton - - - - - - -	0	3

SIXTH CLASS.

On all sailing, steam, or other vessels using the tidal harbour of the Company, per register ton - - - - - -	0	0½

If any sailing, steam, or other vessel, being of less than 200 tons measurement, shall remain within any dock or basin for a period longer than ten days, or, being of 200 tons and less than 400 tons measurement, for a longer period than fourteen days, or, being of 400 tons measurement or upwards, for a period longer than twenty-one days, then for the period during which the vessel remains beyond those periods respectively, the further rates following; (that is to say,)		
For the first week or any part thereof, per register ton - -	0	1
For the second week or any part thereof, per register ton - -	0	1½
For every week or part of a week beyond the second week, per register ton - - - - - - - -	0	2

WHARFAGE RATES.

	s.	d.
Ale, beer, or cider, per butt - - - - - -	0	4
Ale, beer, or cider, per hogshead - - - - -	0	2
Ale, beer, or cider, per barrel - - - - -	0	1
Ale, beer, or cider, per 3 dozen hamper - - - -	0	2
Ale, beer, or cider, per kilderkin - - - - -	0	0½
Alum, per ton - - - - - - - -	0	8
Apples, per ton - - - - - - -	0	8
Apples, per sack - - - - - - -	0	1
Arsenic, per ton - - - - - - -	1	0
Ashes, per ton - - - - - -	0	8
Bags (empty), per bundle of not more than 56 pounds weight - -	0	1
Bales and chests of drapery, large - - - - -	0	3
Bales and chests of drapery, small - - - - -	0	2
Baskets (empty), per bundle - - - - -	0	1
Bedsteads, each - - - - - - -	0	1
Bellows, large, each - - - - - - -	0	3
Bellows, small, per bundle - - - - - -	0	1

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	s.	d.
Biscuits, per bag	0	1
Bottles, empty, per hamper	0	1
Bran, per ton	0	8
Brass, per ton	1	0
Brass wire, per ton	1	0
Bricks or tiles (common), per 1,000	1	0
Bricks or tiles (fire), per 1,000	1	6
Bricks (scouring), per 1,000	1	6
Bricks (paving and malt-kiln tiles), per 100	0	6
Brimstone, per ton	0	8
Brooms, per dozen	0	0½
Butter, per firkin	0	0½
Candles, per box	0	1
Canvas, per ton	1	0
Canvas, per bale	0	1
Carriages with four wheels, each	1	6
Carriages with two wheels, and phaetons, each	1	0
Waggons, each	1	6
Carts, each	1	0
Harrows or ploughs, each	0	6
Threshing machines, each	2	6
Other machines, each	0	6
Cattle:		
Horses, each	1	0
Oxen and cows, each	0	6
Yearlings, ponies, mules, and asses, each	0	3
Calves, each	0	1
Lambs and sheep, each	0	1
Pigs, each	0	1
Cement or plaster of Paris, per barrel	0	1½
Cement or plaster of Paris, per half barrel	0	1
Cement or plaster of Paris, per quarter barrel	0	0½
Roman earth, per ton	0	3
Chairs, per dozen	0	4
Chaff, per ton	0	8
Cheese, per ton	0	8
Clay (China or pipe), per ton	0	1
Coal, coke, culm, or stone coal, per ton	0	2
Coffee, per ton	1	0
Coffee, per bag	0	1
Copper ore, per ton	0	8
Copper, per ton	1	0
Cordwood, per ton	1	0
Corks, per cwt.	0	1
Corn (wheat, barley, oats, peas, and beans), per ton	0	8
Corn (wheat, barley, oats, peas, and beans), per sack	0	1
Cotton, per bale	0	6
Cotton, per bag	0	1

	s.	d.
Deals, per 120	1	0
Deal ends, per 120	0	4
Dogs, each	0	1
Drugs, per hamper or box above 1 cwt.	0	2
Drugs, per hamper or box under 1 cwt.	0	1
Earthenware, per large crate	0	4
Earthenware, per small crate	0	2
Eggs, per crate	0	2
Engines (locomotive), each	20	0
Feathers, per cwt.	0	3
Felt, per ton	0	8
Fibre, per ton	0	4
Fish, per ton	0	8
Fish, per barrel	0	1
Flax, per ton	0	9
Flour, per ton	0	8
Flour, per sack	0	1
Flour or meal, per barrel	0	1
Fowls, per crate	0	1
Fruit above 15 cwt. per butt	0	9
Fruit from 7 cwt. to 15 cwt. per butt	0	6
Fruit under 7 cwt. per butt	0	3
Fruit under 2 cwt. per bag or box	0	1
Furniture or goods, per large package	0	4
Furniture or goods, per medium-sized package	0	2
Furniture or goods, per small package	0	1
Glass or china, per hogshead	0	9
Glass or china, per tierce	0	4
Glass or china, per crate	0	3
Glass (window), per side	0	2
Glue, per cwt.	0	1
Grates or stoves (large), each	0	6
Grates or stoves (medium-sized), each	0	4
Grates or stoves (small), each	0	2
Grave, per ton	0	2
Greaves, per ton	0	4
Grindstones, per foot diameter	0	1
Guano, per ton	0	9
Hair, per ton	1	0
Hair, per large bag	0	2
Hair, per small bag	0	1
Hampers (empty), per dozen	0	1
Hardware, per hamper	0	2
Hats, per large crate	0	2
Hats, per small crate	0	1
Hay, per ton	0	8
Hemp, per ton	1	0

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	s.	d.
Hemp, per bundle	0	1
Hides, per ton	0	10
Hoops (wood), per bundle	0	1
Hops, per bag	0	2
Indigo, per chest	1	0
Indigo, per seron	0	4
Iron machinery, per ton	1	0
Iron (bar, bolt, wrought, or iron wire), per ton	0	6
Iton (cast guns, gun carriages, shot, or boilers), per ton	0	9
Iron (pig), per ton	0	4
Iron (scrap), per ton	0	6
Iron cinders, per ton	0	3
Iron ore, per ton	0	3
Ironmongery, per hogshead	0	6
Ironmongery, per tierce	0	4
Ironmongery, per barrel	0	2
Ironmongery, per box or keg	0	1
Lard, per ton	0	8
Lathwood, per fathom	0	4
Lead (pig or sheet or lead shot), per ton	1	0
Lead (white or red), per ton	1	0
Lead ore, per ton	0	6
Leather, per ton	1	8
Lime, per ton	0	3
Lime (superphosphate of)	0	6
Limestone, per ton	0	2
Loam, per ton	0	3
Logwood, per ton	1	6
Manganese, per ton	1	0
Malt, per quarter	0	2
Manure, per ton	0	1
Marble, per ton	0	8
Mast, yard, or bowsprit:		
Six inches and under 8 inches in diameter, each	0	3
Eight inches and under 12 inches in diameter, each	0	6
Twelve inches and upwards, each	1	0
Molasses juice or sugar, per ton	0	8
Molasses juice or syrup, per hogshead	0	4
Moss, per ton	0	4
Muntz's metal, per ton	0	8
Mustard, per keg	0	0½
Musical instruments, per large case	1	0
Musical instruments, per small case	0	6
Nails, copper or brass, per ton	1	8
Nails (iron), per bag	0	1
Oak quarter, per 100 feet in length	0	6
Oak bark, per ton	1	0
Oak, ash, elm, and fir planks, per 100 feet superficial	0	6

	s.	d.
Oak knees (large), each	0	2
Oak knees (small), each	0	1
Oakum, per ton	0	8
Oil, per ton	1	0
Oil, per pipe	0	6
Oil, per hogshead	0	3
Oil, per barrel	0	2
Oil, per can	0	1
Oilcake, per ton	0	8
Onions, per ton	0	8
Ox-bows, per dozen	0	1
Paper, per package	0	1
Parcels (large), each	0	2
Parcels (small), each	0	1
Pepper, per bag	0	2
Pipes (sewer), per ton	2	6
Pipes (drainage, to twelve inches in diameter), per ton	1	0
Pitwood, sleepers, poles, or fencing, per ton	0	3
Palings, per ton	0	4
Paint, per ton	1	0
Petroleum, per barrel	0	1
Pitch gas, per ton	0	3
Pitch, per ton	0	8
Piassava, per ton	0	8
Plants or trees, per large bundle	0	3
Plants or trees, per package	0	1
Provisions, per ton	0	8
Provisions, per tierce	0	2
Provisions, per bale or barrel	0	1
Provisions, per half barrel	0	1
Potatoes, per ton	0	4
Putty, per ton	0	8
Rabbits, per score	0	1
Rags or junk, per ton	0	8
Rice, per ton	0	9
Rice, per bag	0	1
Rope, per ton	1	0
Salt, per ton	0	6
Saltpetre, per ton	1	0
Saltpetre (refined), per keg	0	1
Sand, per ton	0	2
Seeds, per sack	0	2
Shoes, per hamper	0	2
Shumac, per bag	0	2
Slates, per ton	0	6
Soap, per chest	0	2
Soap, per box	0	1

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	s.	d.
Soda, per ton	0	8
Soda, per cask	0	2
Soot, per ton	0	6
Spades and shovels, per bundle	0	1
Starch, per chest	0	2
Starch, per box	0	1
Staves, pipe, per 100	0	3
Staves, West India, per 100	0	1½
Steel, per ton	1	0
Stone, Bath or block, per ton	0	6
Stone paving, per ton	0	4
Straw, per ton	0	8
Sugar, per ton	0	8
Sugar, per hogshead	0	6
Sugar, per tierce	0	4
Tallow, per ton	1	0
Tallow, per cask	0	3
Tar, turpentine, resin, per barrel	0	1
Tar (coal or gas), per ton	0	4
Tea, per chest of 112 lbs.	0	3
Tea, per half chest	0	2
Tea, per quarter chest	0	1
Timber (oak, ash, elm, fir, or other timber), per load	0	8
Tin, per ton	1	0
Tin, per barrel or block	0	2
Tin plates, per ton	0	8
Tin plates, per box	0	0½
Tobacco, per hogshead	0	8
Tobacco, per chest	0	2
Tobacco (under 56 lbs.), per box	0	1
Trenails, per ton	0	8
Vegetables, per crate, sack, or hamper	0	1
Vinegar, per pipe	0	6
Vinegar, per hogshead	0	3
Vinegar, per barrel	0	2
Vitrol, per carboy	0	2
Whiting, per hogshead	0	6
Whiting, per tierce	0	3
Whiting, per barrel	0	2
Whiting, per firkin	0	1
Whitheys, per ton	0	8
Wine or spirits, per pipe	1	0
Wine or spirits, per puncheon	0	9
Wine or spirits, per hogshead	0	6
Wine or spirits, per quarter pipe	0	3
Wine or spirits, per case or hamper	0	2
Wool, millpuff, and yarn	1	0

	s.	d.
Wool, millpuff, and yarn, per pack - - - - -	0	2
Zinc, per ton - - - - - -	0	8

And so in proportion for any greater or less quantity.

RATES FOR THE USE OF CRANES.

For Cranes lifting up to Six Tons.

	For the First Lift.			For each succeeding Lift.		
	£	s.	d.	£	s.	d.
Under one ton - - - - -	0	2	6	0	0	4
One ton and under two tons - - -	0	3	0	0	0	6
Two tons and under three tons - - -	0	3	6	0	0	8
Three tons and under four tons - - -	0	4	0	0	0	10
Four tons and under five tons - - -	0	4	6	0	1	0
Five tons and under six tons - - -	0	5	0	0	1	2

For Cranes lifting up to Ten Tons.

	For the First Lift.			For each succeeding Lift.		
	£	s.	d.	£	s.	d.
Under six tons - - - - -	0	5	0	0	2	6
Six tons and under seven tons - - -	0	10	0	0	5	0
Seven tons and under ten tons - - -	1	0	0	0	10	0

For Cranes lifting Ten Tons and upwards.

	For each Lift.		
	£	s.	d.
Ten tons and under fifteen tons - - - - -	1	10	0
Fifteen tons and under twenty tons - - - -	2	10	0
Twenty tons and under twenty-five tons - - -	5	0	0
Twenty-five tons and under thirty tons - - - -	10	0	0
Thirty tons and under thirty-five tons - - - -	12	10	0
Thirty-five tons and under forty tons - - -	15	0	0
Forty tons and under forty-five tons - - - -	17	10	0
Forty-five tons and under fifty tons - - - -	20	0	0

Fifty tons and upwards, any sum the Company think fit to demand.

The labour to be done by the parties requiring the use of the cranes.

In addition to the above rates for cranes, sixpence per hour to be paid for wages to cranemen attending while the crane is in use.

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FOR STEAM CRANES LIFTING UP TO SIX TONS.

	For the First Lift. £	s.	d.	For each succeeding Lift. £	s.	d.
Under one ton	0	3	0	0	0	6
One ton and under two tons	0	3	6	0	0	8
Two tons and under three tons	0	4	0	0	0	10
Three tons and under four tons	0	4	6	0	1	0
Four tons and under five tons	0	5	0	0	1	2
Five tons and under six tons	0	5	6	0	1	4

RATES FOR THE USE OF SHEARLEGS.

FOR GETTING OUT, LANDING, LIFTING, OR SHIPPING BOILERS, OR HEAVY MACHINERY, ENGINES, &c.

	For each Lift. £	s.	d.
Under five tons weight	0	10	0
Five tons and under ten tons	1	0	0
Ten tons and under fifteen tons	1	10	0
Fifteen tons and under twenty tons	2	10	0
Twenty tons and under twenty-five tons	5	0	0
Twenty-five tons and under thirty tons	10	0	0
Thirty tons and under thirty-five tons	12	10	0
Thirty-five tons and under forty tons	15	0	0
Forty tons and under forty-five tons	17	10	0
Forty-five tons and under fifty tons	20	0	0

Fifty tons and upwards, any sum the Company think fit to demand.

FOR MASTING OR DISMASTING VESSELS AND FOR BOWSPRITS.

	For each Lift. £	s.	d.
For vessels under three hundred tons register	1	0	0
For vessels of three hundred tons register and under five hundred tons	1	10	0
For vessels of five hundred tons register and under one thousand tons	2	0	0
For vessels of one thousand tons register and under one thousand five hundred tons	3	0	0
For vessels one thousand five hundred tons register and upwards	4	0	0

FOR PUTTING ON AND TAKING OFF TOPS.

	For each Lift. £	s.	d.
For vessels under three hundred tons register	0	5	0
For vessels of three hundred tons register and under five hundred tons	0	7	6
For vessels of five hundred tons register and under one thousand tons	0	10	0
For vessels of one thousand tons register and under one thousand five hundred tons	0	12	6
For vessels of one thousand five hundred tons register and upwards	0	15	0

The Company to provide men to work the shearlegs but not the slings, nor are they to undertake the slinging in, masting or dismasting, nor to be responsible for accidents occurring during the use of the shearlegs.

Masts after being landed to be placed so as not to interfere with the working of the shearlegs, and to be removed from the dock quay within twenty-four hours after being landed.

RATES FOR THE DISCHARGE, REMOVAL, AND DEPOSIT OF BALLAST.

Register Tonnage of Vessels from which the Ballast is discharged.	Rates per Ton on the Quantity of Ballast. s.	d.
Under one hundred tons	0	6
One hundred tons and under two hundred tons	0	8
Two hundred tons and under four hundred tons	0	9
Four hundred tons and under six hundred tons	0	10
Six hundred tons and under eight hundred tons	0	11
Eight hundred tons and under one thousand tons	1	0
One thousand tons and upwards	1	1

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ADDITIONAL RATES.

For the use of barges, if required, 4*d.* per ton on the quantity discharged. For discharging ballast by night, 3*d.* per ton on the quantity so discharged. For trimming ballast to within fifteen feet of any hatchway from which the ballast is to be discharged, 2*d.* per ton; or the captain may employ his crew for this purpose.

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