CHAPTER lxxiv.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to the North British Railway. [30th June 1903.]

A.D. 1903.

WHEREAS His Majesty's Secretary for Scotland has after inquiry held before Commissioners made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament:

62 & 63 Vict. c. 47.

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

Confirmation of Order in schedule.

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed.

Short title.

2. This Act may be cited as the North British Railway (General Powers) Order Confirmation Act 1903.

A.D. 1903.

SCHEDULE.

NORTH BRITISH RAILWAY (GENERAL POWERS).

Provisional Order to authorise the North British Railway Company to construct certain new Railways and Widenings to acquire and to hold additional Lands to extend the time for the purchase of Lands and for the completion of certain Railways to raise additional Capital and for other purposes.

WHEREAS it is expedient that the North British Railway Company (in this Order called "the Company") should be authorised as in this Order provided—

(1) To make and maintain railways and widenings in the counties of Fife City of Glasgow Lanark Renfrew and Dunbarton;

(2) To acquire additional lands for the general purposes of their undertaking; and

(3) To hold certain lands already acquired by them:

And whereas it is expedient—

(1) To extend the time limited by the North British Railway (General Powers) Act 1900 for the compulsory purchase of lands for the purposes of and for the completion of the railways by that Act authorised and therein described as Railway No. 1 Railway No. 2 Railway No. 3A Railway No. 4A Railway No. 5A Railway No. 6A Railway No. 7 and Railway No. 10 respectively;

(2) To further extend the time limited by the North British Railway (General Powers) Act 1898 as extended by the North British Railway Act 1901 for the compulsory purchase of lands for the purposes of and for the completion of Railway No. 1 described in and authorised by the said Act of 1898;

(3) To revive and extend the powers granted to the Newburgh and North Fife Railway Company by the Newburgh and North Fife Railway Act 1897 as extended by the North British Railway (General Powers) Act 1900 for the compulsory purchase of lands and for the completion of works by the first-mentioned Act authorised:

And whereas it is expedient to provide that the byelaws and regulations of the Company shall apply to the undertakings authorised by the Lauder Light Railway Order 1898 and by the Gifford and Garvald Railway Act 1891 the Gifford and Garvald Railway Act 1893 and the Gifford and Garvald Light Railway Order 1898 respectively:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Order and for the general purposes of their undertaking and to apply their funds to such purposes:

And whereas plans and sections showing the proposed new railways and widenings by this Order authorised to be constructed and plans of the lands by this Order authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Order were duly deposited with the principal sheriff clerks of the several counties within which those railways and widenings will be constructed and those lands are situate which plans sections and books of reference are in this Order respectively referred to as the deposited plans sections and books of reference:

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899:

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Short title.

1. This Order may for all purposes be cited as the North British Railway (General Powers) Order 1903.

Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 Part I (relating to construction of a railway) and Part II (relating to extension of time) of the Railways Clauses Act 1863 and the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the several matters following (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

A.D. 1903.

The forfeiture of shares for nonpayment of calls;
The remedies of creditors of the Company against the shareholders;
The borrowing of money by the Company on mortgage or bond;
The conversion of the borrowed money into capital;
The consolidation of the shares into stock;
The making of dividends;
The giving of notices; and
The provision to be made for affording access to the special Act;

and Parts I II and III of the Companies Clauses Act 1863 (relating respectively to cancellation and surrender of shares to additional capital and to debenture stock) as amended by subsequent Acts are (except where expressly varied by or inconsistent with this Order) incorporated with and form part of this Order.

Interpretation.

3. In this Order the several words and expressions to which meanings are assigned by the incorporated Acts shall have the same respective meanings unless there be something in the subject or context repugnant to such construction and in the said Acts incorporated in this Order the word "schoolmasters" means clerks of parish councils or persons acting as such clerks.

Power to make railways and widenings.

4. Subject to the provisions of this Order the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and widenings hereinafter described with all proper stations sidings approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes The railways and widenings hereinbefore referred to and authorised by this Order are—

A Railway (No. 1) 3 miles 4 furlongs 4 chains in length commencing in the parish of Auchtertool in the county of Fife by a junction with the Company's Kirkcaldy and District Railway at a point one thousand two hundred and thirty yards or thereabouts measuring along the said railway in a westerly direction from the bridge carrying the said railway over the public road from Auchtertool to Lochgelly and terminating in the parish of Auchterderran in the county of Fife by a junction with the Company's Dunfermline and Thornton Railway at a point seven hundred and forty yards

or thereabouts measuring in a south-westerly direction along that railway from the booking office at Cardenden Station:

A Railway (No. 2) 1 mile 1 furlong 2·77 chains in length commencing in the parish of Auchterderran in the county of Fife by a junction with Railway No. 9 authorised by the North British Railway Act 1895 at a point seven hundred and forty yards or thereabouts measuring in a south-westerly direction from Auchterderran parish church and terminating in the said parish and county by a junction with the said authorised railway at a point three hundred yards or thereabouts measuring in a north-westerly direction from Westfield Farm Steading:

A Railway (No. 3) 2 miles 7 furlongs 4 chains in length commencing in the parish of Saline in the county of Fife by a junction with the Steelend Branch of the Company's West of Fife Railway at a point one hundred yards or thereabouts measuring in a westerly direction from the station agent's house at Steelend Station and terminating in the said parish and county at a point four hundred and forty yards or thereabouts measuring in a south-easterly direction from Sheardrum Farm Steading:

A Widening (No. 5) 6 furlongs 8·80 chains in length of the Company's Glasgow and Coatbridge Railway commencing in the parish of Glasgow in the county of the City of Glasgow by a junction with that railway at or near the bridge carrying Bluevale Street thereover and terminating in the said parish and county by a junction with the said railway at Parkhead Junction:

A Widening (No. 6) 4 furlongs 5·45 chains in length of the Company's Glasgow and Coatbridge Railway commencing in the parish of Glasgow in the county of Lanark by a junction with that railway at the east end of Shettleston Station and terminating in the said parish and county by a junction therewith at a point one thousand and ten yards or thereabouts measuring in an easterly direction along the said railway from the point herein-before described as the point of commencement:

A Railway (No. 7) 7 furlongs 6 chains in length commencing in the parish of Renfrew in the county of Renfrew by a

A.D. 1903.

junction with the Company's Glasgow Yoker and Clydebank Railway at a point one thousand two hundred and fifty yards or thereabouts measuring along the said railway in an easterly direction from the bridge crossing over the said railway at Yoker Station and terminating in the parish of Old Kilpatrick in the county of Dunbarton on the west bank of the Yoker Burn at a point four hundred and sixty yards or thereabouts measuring south-westwards from the said bridge.

Railway No. 7 between certain points to be constructed according to signed plan and section.

5. Notwithstanding anything in this Order contained or shown on the deposited plan and section of Railway No. 7 the Company shall not construct so much of that railway as lies between the points marked A and B on the plan and section respectively of that railway signed by Archie Kirkman Loyd Esquire K.C. M.P. the chairman of the commissioners acting under the provisions of the Private Legislation Procedure (Scotland) Act 1899 to whom this Order was referred (which plan and section are in this section respectively referred as "the signed plan" and "the signed section" and copies of which signed plan and signed section have been deposited in the Private Bill Office of the House of Commons the Parliament Office of the House of Lords and with the principal Sheriff Clerks of the Counties of Renfrew and Dunbarton respectively) except in accordance with the altered centre line between the said points A and B shown in red on the signed plan and according to the levels shown on the signed section Provided always that the Company may deviate from the said altered centre line horizontally to any extent not exceeding thirty feet and vertically from the levels shown on the signed section to any extent not exceeding three feet and that the Company shall not under the powers of this Order take by compulsion any portions of the properties numbered 32 33 34 35 and 36 on the signed plan except such portion of the property numbered 32 (extending to one half of an acre or thereby) as is hatched in red on the signed plan.

Period for completion of new railways.

6. If the new railways by this Order authorised are not completed within five years from the passing of the Act confirming this Order then on the expiration of that period the powers by this Order granted to the Company for making and completing such railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Penalty imposed unless new railways opened within time limited.

7. If the Company fail within the period limited by this Order to complete the new railways by this Order authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period limited until the uncompleted railway or railways is or are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railway or railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Order and in the same manner as the penalty provided in Section 3 of the Railway and Canal Traffic Act 1854:

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 that section to an account opened or to be opened in the name of the King's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in the bank and to the credit named in such warrant or 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 uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty for non-completion of new railways.

8. 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new railways by this Order authorised or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Order and for which injury or loss no compensation or inadequate compensation has 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 is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or

A.D. 1903.

sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a judicial factor has been appointed or the Company are insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such judicial factor or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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

9. With respect to tolls rates and charges and for all other purposes whatsoever the railways and widenings by this Order authorised shall form part of the Company's undertaking.

For protection of Mr. Randolph Gordon Erskine Wemyss.

10. Mr. Randolph Gordon Erskine Wemyss or his successors owners of the land in the parish of Auchterderran in the county of Fife situated on both sides of Railway No. 1 shall be entitled at any future time and from time to time to make at his or their own expense overline or underline bridges at such points as he or they may select between the point where the said railway enters the parish of Auchterderran and the Gelly Burn but not exceeding in all three bridges for the accommodation of said lands subject to the following conditions namely:—

(1) Every such bridge shall be of such dimensions strength and durability in every respect as may be reasonably required by the Company and shall be constructed according to plans and specifications to be first submitted to and approved of by the Company before any operations are begun:

(2) The said Randolph Gordon Erskine Wemyss and his foresaids shall not in the construction of any such bridge damage or injure the railway and in the event of the railway being damaged or the traffic thereon in any way impeded or obstructed by the operations of the said Randolph Gordon Erskine Wemyss or his foresaids the Company shall be entitled to full compensation from the said Randolph Gordon Erskine Wemyss or his successors in respect of any loss the Company may sustain in consequence of such operations:

(3) The said Randolph Gordon Erskine Wemyss and his foresaids shall be bound to maintain and keep in good repair any such bridge to the reasonable satisfaction of the Company:

A.D. 1903.

(4) If at any time after any such bridge shall have been constructed the Company desire to widen the railway the said Randolph Gordon Erskine Wemyss and his foresaids shall be bound to make the necessary widening of any such bridge at his or their own expense and to pay to the Company any extra cost incurred by them in the construction of any widening or doubling of the railway incurred in consequence of the existence of any such bridge:

(5) No such bridge shall at any time be used for the purpose of taking any statutory public railway over or under the railway:

(6) For the purpose of draining the Gelly Loch and keeping the site thereof drained after the minerals thereunder have been wrought out the Company shall when required give facilities for the construction of a waterway or tunnel under the railway and shall pay to the said Randolph Gordon Erskine Wemyss and his foresaids or his or their tenants or lessees the additional expense if any incurred on such work by reason of the making and maintaining of the railway and if any dispute shall arise as to the amount of such additional expense the same shall be settled as in cases of disputed compensation under the Railways Clauses Consolidation (Scotland) Act 1845:

(7) Nothing in this section contained shall prejudice or affect the right of the said Randolph Gordon Erskine Wemyss and his foresaids under the Lands Clauses Consolidation (Scotland) Act 1845 and the Railways Clauses Consolidation (Scotland) Act 1845:

(8) Any difference arising in any way under this section between the said Randolph Gordon Erskine Wemyss or his foresaids on the one hand and the Company on the other hand except as aforesaid shall be determined by a sole arbiter to be appointed failing agreement by the Board of Trade on the application of either party.

For protection of Caledonian Railway Company.

11. The following provisions shall unless otherwise agreed between the Company and the Caledonian Railway Company (herein-after called "the Caledonian Company") apply (that is to say):—

(1) In constructing the widening Work No. 5 by this Order authorised where the same passes under the railway of the

A.D. 1903.

Caledonian Company in the parish of Glasgow the Company shall not temporarily or permanently enter upon or interfere with the railway works or lands of the Caledonian Company or execute any works which may interfere with or affect the same until the Company shall have delivered to the Caledonian Company plans sections working drawings and specifications of such intended works and until such plans sections working drawings and specifications shall have been approved in writing by the principal engineer of the Caledonian Company or in the event of his failure to approve of the same for twenty-eight days after the delivery of such plans sections working drawings and specifications until the same shall have been settled by an arbiter as herein-after provided and the said works shall be executed by the Company according to such approved plans sections working drawings and specifications and to the reasonable satisfaction of the said engineer of the Caledonian Company or in case of difference to the satisfaction of an arbiter as herein-after provided and the Caledonian Company shall afford the Company all reasonable facilities in the execution of such works :

(2) In constructing the said widening the Company shall not temporarily or permanently alter the lines or levels of the railway of the Caledonian Company and shall not obstruct or interfere with the traffic of that railway and if by reason of any works or operations of the Company there shall be any obstruction or interference with the said railway of the Caledonian Company so as to impede or prevent the safe or convenient passage of engines carriages and wagons along the same the Company shall pay to the Caledonian Company all loss or damage they may incur or sustain thereby :

(3) The Company shall not acquire any absolute property in any lands or property of the Caledonian Company for the purposes of the said widening but only such a right servitude or privilege of making maintaining and using the widening under or through the same as may be required therefor :

(4) The Company shall on demand pay to the Caledonian Company any expense incurred by that company in the employment during the execution of any work of the Company affecting any railway canal or other work of the Caledonian Company of a sufficient number of inspectors watchmen and other persons for watching and protecting

the railways and works of the Caledonian Company during the execution of any works or operations of the Company and for preventing as far as may be all interference obstruction danger and accident from such works and operations or from the acts or defaults of the Company or of their contractors or any person in their employ or otherwise:

(5) If any difference shall arise between the Caledonian Company and the Company respecting the meaning of this section or any matter arising out of the same such difference shall be settled by an arbiter to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade.

For protection of trustees of Clyde Navigation.

12. Notwithstanding anything in this Order contained or shown on the deposited plans and sections the Company shall not without the consent in writing of the trustees of the Clyde Navigation incorporated by the Clyde Navigation (Consolidation) Act 1858 enter upon take or use any of the lands or properties numbered upon the said plans 5 7 and 8 in the parish of Old Kilpatrick and county of Dunbarton and 40 to 46 inclusive in the parish of Renfrew and county of Renfrew.

For protection of Lanarkshire and Dumbartonshire and Caledonian Railway Companies.

13.—(1) In the event of the Lanarkshire and Dumbartonshire Railway Company or the Caledonian Railway Company applying at any time or from time to time to the Secretary for Scotland within three years from seventeenth December nineteen hundred and three for a Provisional Order to authorise the construction of a line of railway from a point on the railway of the Lanarkshire and Dumbartonshire Railway Company between the Scotstoun and Yoker Stations of that railway to pass over the Dumbarton Road and to form a junction with Railway No. 7 at a point thereon not more than fifty yards northwards from Dumbarton Road and also to authorise and require the transfer to the Lanarkshire and Dumbartonshire Railway Company or the Caledonian Railway Company as the case may be by the Company of a joint and equal interest in the portion of Railway No. 7 from the said point of junction to the point where Railway No. 7 enters the property of the Trustees of the Clyde Navigation on the west side of the Green Road at Yoker it shall not be lawful for the Company to oppose any application by the Lanarkshire and Dumbartonshire Railway Company or the Caledonian Railway Company as the case may be for such a Provisional Order except for the purpose of securing the insertion

A.D. 1903.

therein of proper provisions in respect to the said junction or junctions with Railway No. 7 and for effecting the other objects of this section and any such Provisional Order shall provide—

(A) That the Lanarkshire and Dumbartonshire Railway Company or Caledonian Railway Company as the case may be shall pay to the Company one half of the total cost to the Company of the said portion of Railway No. 7 including interest at 4 per cent. per annum from the date of disbursement:

(B) That the whole signalling required in consequence of or in connection with the said junction or junctions with Railway No. 7 shall be deemed to be part of the said portion of Railway No. 7 and the cost thereof shall be included in the cost of the said portion:

(C) That in the event of Railway No. 7 being extended into the property of the said Trustees of the Clyde Navigation beyond the west side of the said Green Road the Lanarkshire and Dumbartonshire Railway Company or the Caledonian Railway Company as the case may be shall also be entitled to acquire a joint and equal interest in such extended portion subject to payment of one half of its cost including interest as aforesaid:

(D) That the said portion of Railway No. 7 including such extended portion if made shall be used by the Company and the Lanarkshire and Dumbartonshire Railway Company including any company working their railway or the Caledonian Railway Company as the case may be as their own proper railway and undertaking free of all tolls rates fares and charges as between the owning companies.

(2) The said portion of Railway No. 7 from a point fifty yards northwards of Dumbarton Road to the point where it enters the property of the said Trustees of the Clyde Navigation and any such extended portion thereof as aforesaid shall be constructed of four lines of rails.

(3) If any difference shall arise between the Company and the Lanarkshire and Dumbartonshire Company or the Caledonian Company as the case may be with regard to the meaning of this section or any matter arising out of the same such difference shall be settled by an arbiter to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade.

A.D. 1903.

For protection of Lanarkshire and Dumbartonshire Railway Company.

14. The following provisions shall unless otherwise agreed between the Company and the Lanarkshire and Dumbartonshire Railway Company (herein-after called "the Lanarkshire and Dumbartonshire Company") apply (that is to say) :—

(1) In constructing Railway No. 7 by this Order authorised where the same passes under the railway of the Lanarkshire and Dumbartonshire Company the Company shall not temporarily or permanently enter upon or interfere with the railway works or lands of the Lanarkshire and Dumbartonshire Company or execute any works which may interfere with or affect the same until the Company shall have delivered to the Lanarkshire and Dumbartonshire Company plans sections working drawings and specifications of such intended works and until such plans sections working drawings and specifications shall have been approved in writing by the engineer of the Lanarkshire and Dumbartonshire Company or in the event of his failure to approve of the same for twenty-eight days after the delivery of such plans sections working drawings and specifications until the same shall have been settled by an arbiter as herein-after provided and the said works shall be executed by the Company according to such approved plans sections working drawings and specifications and to the reasonable satisfaction of the said engineer of the Lanarkshire and Dumbartonshire Company or in case of difference to the satisfaction of an arbiter as herein-after provided and the Lanarkshire and Dumbartonshire Company shall afford the Company all reasonable facilities in the execution of such works:

(2) In constructing Railway No. 7 the Company shall not without the consent of the Lanarkshire and Dumbartonshire Company temporarily or permanently alter the lines or levels of the railway of the Lanarkshire and Dumbartonshire Company and shall not obstruct or interfere with the traffic of that railway and if by reason of any works or operations of the Company there shall be any obstruction or interference with the said railway of the Lanarkshire and Dumbartonshire Company so as to impede or prevent the safe or convenient passage of engines carriages and wagons along the same the Company shall pay to the Lanarkshire and Dumbartonshire Company all loss or damage they may incur or sustain thereby;

A.D. 1903.

(3) The Company shall not acquire any absolute property in any lands or property of the Lanarkshire and Dumbartonshire Company for the purposes of Railway No. 7 but only such a right servitude or privilege of making maintaining and using Railway No. 7 under or through the said lands or property as may be required therefor:

(4) In constructing Railway No. 7 where it crosses under the railway and the works and lands of the Lanarkshire and Dumbartonshire Company Railway No. 7 shall be carried by a bridge under the existing lines and platform of the Lanarkshire and Dumbartonshire Company in such manner as will admit of the future widening of the said bridge on both sides and on the existing level of the Lanarkshire and Dumbartonshire Railway and within the existing property of the Lanarkshire and Dumbartonshire Company and in the event of the Lanarkshire and Dumbartonshire Company or their successors at any time or times laying down additional lines of rails on one or both sides of the existing lines the Company or their successors shall be bound to pay to the Lanarkshire and Dumbartonshire Company or their successors the total cost incurred by them in widening the said bridge as aforesaid as the said cost may in case of difference be settled by an arbiter as herein-after provided:

(5) The Company shall on demand pay to the Lanarkshire and Dumbartonshire Company or their successors any expense incurred by them in the employment during the execution of any work of the Company affecting any railway or other work of the Lanarkshire and Dumbartonshire Company of a sufficient number of inspectors watchmen and other persons for watching and protecting the railway and works of the Lanarkshire and Dumbartonshire Company during the execution of any works or operations of the Company and for preventing as far as may be all interference obstruction danger and accident from such works and operations or from the acts or defaults of the Company or of their contractors or any person in their employ or otherwise:

(6) If any difference shall arise between the Lanarkshire and Dumbartonshire Company or their successors and the Company as to the meaning of this section or respecting any matter arising out of the same such difference shall be

settled by an arbiter to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade.

Power to take additional lands.

15. Subject to the provisions of this Order the Company may enter upon take and use for the purposes of their undertaking the lands herein-after described and delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

(A) Certain lands in the parish of Renfrew in the county of Renfrew and in the parish of Old Kilpatrick in the county of Dunbarton extending along both sides of the Company's Glasgow Yoker and Clydebank Railway for a distance of one thousand three hundred yards or thereabouts east of Yoker Station:

(B) Certain lands in the parish of Leuchars in the county of Fife extending along the north side of the Company's railway from Burntisland to Leuchars near Dairsie Station:

(C) Certain lands in the parish of Newburgh in the county of Fife extending along the north side of the Company's railway from Ladybank to Perth near Newburgh Station:

(D) Certain lands in the parish of Beath in the county of Fife on each side of and adjoining the Lochore Branch of the Company at the junction of that railway with the railway of the Company from Cowdenbeath to Kinross:

(E) Certain lands in the parish of Beath in the county of Fife on the south-west side of the loading bank at Kelty Station and on the north of the access to that station:

(F) Certain lands in the parish of Linlithgow in the county of Linlithgow on the north side of and adjoining the Edinburgh and Glasgow Railway of the Company west of Lochmill Goods Station:

(G) Certain lands in the parish of Falkirk in the county of Stirling to the north and west of the Company's sidings at Springfield Depôt:

(H) Certain lands in the parish of Newbattle in the county of Edinburgh on the west side of the Company's railway from Edinburgh to Hawick about one thousand two hundred yards south of Dalhousie Station:

Provided that nothing contained in this Order shall entitle the Company to take or interfere with any part of the Road No. 3 in the parish of Old Kilpatrick shown on the deposited plans and in the deposited book of reference.

A.D. 1903.

Company may hold certain lands already acquired.

16. The Company may hold and may use and appropriate for the purposes of their undertaking the following lands which have been already acquired by them (that is to say):—

(A) Certain lands in the burgh of Anstruther Wester in the parish of Anstruther Wester in the county of Fife on the south-east side of and adjoining the road from Anstruther to Pittenweem at the junction of that road with Crichton Street:

(B) Certain lands in the parish of Bervie in the county of Kincardine situate on the north side of Queen Street Gourdon 112 yards or thereabouts east of the footbridge over the Bervie branch of the Company at Gourdon Station:

(C) Certain lands in the parish of Alloa in the county of Clackmannan on the north side of and adjoining the Stirling and Dunfermline section of the Company and on the east side of and adjoining the private road leading to Tullibody House from the road between Stirling and Alloa:

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed But nothing in this Order shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance having been or being caused or permitted by them upon any lands acquired by them as aforesaid and to which this section relates.

Lands for extraordinary purposes.

17. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed ten acres but nothing in that Act or in this Order shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

18. The powers of the Company for the compulsory purchase of lands under the powers of this Order shall cease after the expiration of three years from the passing of the Act confirming this Order.

Owners may grant servitudes.

19. Persons empowered by the Lands Clauses Acts to sell and convey lands may if they think fit subject to the provisions of those Acts and of this Order grant to the Company any servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Order in over or affecting any such lands and the provisions of the said Acts with respect to lands

and feu duties or ground annuals so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively.

Certain limited owners may sell and convey lands for a fixed price.

20. Whereas the use by the Company for the purposes of new stations of the lands (C) and (H) described in the section hereof the marginal note of which is "Power to take additional lands" will render the remaining lands of the owners thereof more valuable and it is expedient that such owners or their curators bonis or judicial factors being persons not having power to sell and convey lands except under the provisions of this Order should be authorised to sell and convey these lands to the Company on the terms herein provided Therefore such respective owners or their curators bonis or judicial factors or the heirs or successors of such owners may sell and convey to the Company so much of the lands (C) described in the said section as extends to 1·852 acres or thereabouts for the sum of one hundred and thirty pounds of purchase money or compensation and so much of the lands (H) described in the said section as is owned by them for the sum of five pounds of purchase money or compensation notwithstanding the provisions of the Lands Clauses Acts requiring purchase money or compensation to be determined or to be not less than that determined in the manner thereby prescribed.

Owners may be required to sell parts only of certain properties.

21. And whereas in the construction of the railways by this Order authorised or otherwise in exercise by the Company of the powers of this Order it may happen that portions only of certain properties shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto therefore the owners of and persons interested in the properties described in the schedule to this Order and whereof portions only are required for the purposes of the Company may (if such portions can in the opinion of the jury arbiters or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise:

A.D. 1903.

If for twenty-one days after the service of notice to treat for any portion or portions of any such property any owner or other person interested shall fail to notify to the Company that he alleges that such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal such portion or portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notice to treat for the portion or portions of the property required by them and thereupon they shall pay to the owner of or other person interested in such property all costs charges and expenses reasonably and properly incurred by such owner or other person in consequence of such notice Provided also that if in the opinion of such tribunal such portion or portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in their absolute discretion determine and order that the costs charges and expenses incurred by such owner or other person incident to the arbitration or inquiry shall be borne and paid by such owner or other person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Acts contained The provisions of this section shall be stated in every notice to treat given thereunder by the Company.

Inclination of certain road.

22. In altering for the purposes of this Order the road next herein-after mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connection therewith (that is to say):—

Number of Railway.	Number on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
2	19	Auchterderran	Public - -	Level on one side of railway; 1 in 14 on other side of railway.

A.D. 1903.

Company empowered or may be required to underpin or otherwise strengthen houses near railway.

23. And whereas in order to avoid in the execution and maintenance of any works authorised by this Order injury to the houses and buildings within one hundred feet of Widening No. 5 and Railway No. 7 respectively it may be necessary to underpin or otherwise strengthen the same therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the Company shall be served in manner prescribed by section 18 of the Lands Clauses Consolidation (Scotland) Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade:

(4) Such arbiter shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them

A.D. 1903.

by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the arbiter the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from any liability to compensate under the Lands Clauses Consolidation (Scotland) Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of Section 90 of the Lands Clauses Consolidation (Scotland) Act 1845.

For protection of county authorities of Lanark.

24. For the protection of the county council of the county of Lanark and the district committee of the lower ward of that county (both of whom are in this section included in the expression "the County Council") the following provisions shall unless otherwise agreed between the County Council and the Company have effect and be binding on the Company in connection with the Widening Work No. 6 by this Order authorised notwithstanding anything in this Order or in the Acts incorporated herewith otherwise provided or shown on the deposited plans and sections to the contrary (that is to say):—

(1) The Company shall in carrying out the said widening over the Gartocher or Springboig Road numbered 23 on the deposited plans in the parish of Glasgow reconstruct

the existing bridge carrying the Glasgow and Coatbridge Railway of the Company over that road and shall make the reconstructed bridge (herein-after called "the new bridge") of a span of not less than forty feet measured at right angles to the face of the abutments and of the clear height throughout of not less than fifteen feet above the surface of the road the level of which shall not be altered The abutments of the new bridge shall be placed in such position as the County Council shall determine and the width of the new bridge shall not be more than fifty-six feet:

(2) The Company shall provide the ground for and shall widen the said Gartocher or Springboig Road to forty feet (including the footpath herein-after mentioned on the east side) from the north wing wall of the bridge carrying the Hamilton Branch Railway of the Company over the said road to the north side of the new bridge and shall provide the ground for and continue (including the construction of the footpath herein-after mentioned) the widening of the roadway in line with the abutments of the new bridge on the east side northwards from the new bridge to the road leading to Sandymount Cemetery the whole to be provided with sufficient drains cesspools gratings and outfalls to carry off the surface water and shall tail off the said road northward from and on the west side of the new bridge so as to run sweetly into the existing road The Company shall also properly fence the widened road the fence on the west to be forty feet from and parallel with the fence on the east side of the road throughout the whole extent of the Company's property The Company shall also construct a footpath on the east side of the road eight feet broad with a hammer-dressed kerb and square-dressed whinstone water channel eighteen inches broad laid on a bed of concrete four inches thick from the north wing wall of the said Hamilton Branch Railway bridge northwards to the road leading from the Gartocher or Springboig Road to Sandymount Cemetery:

(3) The Company shall construct and maintain the new bridge with a water-tight floor and shall place and maintain in good repair a screen of corrugated iron over the footpath under the new bridge and over the footpath under the bridge carrying the Hamilton Branch Railway over the Gartocher or Springboig Road with rhone and sufficient

A.D. 1903.

down throws in each case to intercept all water drip on to the footpaths :

(4) The Hallhill Road or Station Street No. 14 on the deposited plans in the parish of Glasgow and the bridge carrying the said road or street over the Glasgow and Coatbridge Railway near Shettleston Railway Station and the road near Mount Vernon numbered 37 on the deposited plans in the same parish and the bridge carrying the said railway over that road shall not be interfered with :

(5) The Company shall lift and relay the sewer in the Gartocher or Springboig Road and alter and readjust the connections therewith so far as may be rendered necessary by the works and operations of the Company under this Order :

(6) The Company shall in carrying out their works adequately protect the sewer in the ground between the Gartocher or Springboig Road and Hallhill Road numbered 22 on the deposited plans in the said parish of Glasgow and if the said sewer or the ground in which it is laid is interfered with in any way the sewer shall be lifted and relaid or otherwise restored at the expense of the Company according to plans to be approved by the County Council :

(7) All the works of the Company so far as they interfere with any roads sewers or other property belonging to or under the jurisdiction of the County Council shall be executed to the reasonable satisfaction of the County Council and according to plans sections and specifications to be approved by them or in case of difference then to the satisfaction of and according to plans sections and specifications to be approved by an engineer to be agreed on or failing agreement to be appointed by the sheriff of Lanarkshire on the application of the Company or the County Council and the costs of such reference shall be borne as the referee shall direct :

(8) The Company shall pay to the County Council the costs and expenses which they may reasonably incur or be put to in superintending the works authorised by this Order or with reference to any of the matters therein contained and they shall also pay to the County Council any extra expenses they may at any time be put to by reason of the construction of the works by this Order authorised in respect of any reconstructions alterations repairs connections conversions or

otherwise upon or connected with bridges culverts mains pipes tubes wires drains watercourses or apparatus and generally in carrying into effect any of the powers vested in or conferred on the County Council by any Act of Parliament existing at the date of the passing of this Order or which may be subsequently passed.

For protection of county authorities of Renfrew.

25. For the protection of the county council of the county of Renfrew and the district committee of the first or upper district of that county (both of whom are in this section included in the expression "the County Council") the following provisions shall unless otherwise agreed between the County Council and the Company have effect and be binding on the Company in connection with the Railway No. 7 by this Order authorised notwithstanding anything in this Order or in the Acts incorporated herewith otherwise provided or shown on the deposited plans and sections to the contrary (that is to say):—

In constructing the said Railway No. 7—

(1) The Company shall construct the altered portion of the Yoker or Dumbarton Road numbered 28 on the deposited plans in the parish of Renfrew and the bridge carrying the same over the railway of the clear width of sixty feet between the fences thereof The said road as altered shall so far as on the east side of the said bridge be constructed in a straight line with a uniform gradient of one in sixty and on the west side of the said bridge in a straight line with a uniform gradient tailed out to the east side of Bouverie Street shown on the said plans not steeper than one in forty-seven and shall make the said alteration so as to run sweetly into the existing road at either end:

The Company shall also construct a footpath ten feet broad on either side of the altered portion of the said road throughout its extent with a hammer-dressed kerb and square-dressed whinstone water channel eighteen inches broad laid on a bed of concrete four inches thick The said altered portion of road shall be properly fenced by the Company who shall construct sufficient drains cesspools gratings and outfalls for carrying off the surface water therefrom:

(2) The Company shall construct and maintain to the satisfaction of the County Council a footbridge and a level crossing over the said railway for the use of the public in

A.D. 1903

a line in continuation southwards of the road marked "Green Road" on said plan the said level crossing to be causewayed the full width of the existing roadway with square dressed whinstone setts four inches broad by seven inches deep laid in a bed of concrete for the full width of the crossing flush with the rails and for a distance of five yards on both sides of the outmost rails The said footbridge shall be open for the use of the public at all times and the Company shall erect and maintain gates on both sides of the said level crossing which shall be kept constantly closed across the said railway except when the railway is being used for the passage of locomotives and no locomotives carriages or trucks shall be permitted to stand on the said level crossing and the Company shall take all proper precautions for the safety of persons using the said level crossing:

(3) The Company shall not alter or interfere with the Garscadden Road No. 21 on the deposited plans in the parish of Renfrew or the bridge carrying the said road over the Glasgow Yoker and Clydebank Railway:

(4) The Company shall not enter upon take or use any part of the ground belonging to or provisionally acquired for an extension of the Blawarthill Infectious Diseases Hospital in the parish of Renfrew numbered 22 and $\frac{22}{1}$ on the deposited plans:

(5) The Company shall so construct the railway and works connected therewith as not to interfere with or render less convenient the construction of Sewer No. 5 authorised to be constructed by the corporation of the city of Glasgow under the Glasgow Corporation Sewage Act 1896 or the access thereto by gravitation of the sewage from the district in the parish of Renfrew to be served by the said sewer and in constructing the said railway the Company shall at their expense make proper provision to the satisfaction of the County Council for the prolongation eastwards or otherwise of the said sewer and shall at all time hereafter afford freely all facilities and wayleaves for connecting with the said sewer and any prolongation thereof any branch or subsidiary sewers which for the efficient sewerage of the said district may at any time require to be laid under or across the said railway:

(6) All the works of the Company so far as they interfere with any roads sewers or other property belonging to or under the jurisdiction of the County Council shall be executed to the reasonable satisfaction of the County Council and according to plans sections and specifications to be approved by them or in case of difference then to the satisfaction of and according to plans sections and specifications to be approved by an engineer to be agreed on or failing agreement to be appointed by the Sheriff of Renfrewshire on the application of the Company or the County Council and the costs of such reference shall be borne as such engineer shall direct:

(7) The Company shall pay to the County Council the costs and expenses which they may reasonably incur or be put to in superintending the works authorised by this Order or with reference to any of the matters therein contained and they shall also pay to the County Council any extra expenses they may at any time be put to by reason of the construction of the works by this Order authorised in respect of any constructions reconstructions alterations repairs connections conversions or otherwise upon or connected with bridges culverts mains pipes tubes wires sewers drains watercourses or apparatus and generally in carrying into effect any of the powers vested in or conferred on the County Council by any Act of Parliament in force at the date of the confirming of this Order or which may be subsequently passed.

For protection of county council of Dumbarton

26. For the protection of the county council of the county of Dumbarton and of the eastern district committee of said county (in this section referred to as "the County Council") the following provisions shall unless otherwise agreed to between the Company and the County Council have effect (that is to say):—

(1) The power to take the lands (A) described in the section of this Order the marginal note of which is "Power to take additional lands" shall not confer upon the Company any power to alter interfere with or affect any pipe sewer or drain therein belonging to or under the jurisdiction or control of the County Council or in which they are interested or prevent their exercising in connection therewith all rights and powers vested or that may be vested in them and the Company shall make good to the reasonable

A.D. 1903.

satisfaction of the County Council any damage caused to any such pipe sewer or drain by any operations of the Company within or upon the said lands:

(2) Any difference which may arise between the Company and the County Council under this section shall be determined at the expense of the Company by an engineer to be appointed failing agreement by the Board of Trade on the application of either the Company or the County Council.

For protection of corporation of Glasgow.

27. For the protection of the corporation of the city of Glasgow as such and as acting in execution of the several public and local and personal Acts by which any powers jurisdiction or authorities are conferred on them (in this section called "the corporation") the following provisions shall (unless otherwise agreed upon) have effect and be binding on the Company (that is to say):—

(1) At least twenty-one days before the Company commence any works the execution of which would in any way interfere with or affect any of the roads streets lanes or footpaths or public places in the city and royal burgh of Glasgow or which would interfere with or affect the sewers drains gas or water pipes tramways electric or telephone wires or other works belonging to the corporation the Company shall give to the corporation notice thereof in writing accompanied by plans sections working drawings and specifications showing the manner in which the said works are to be executed and also showing the means to be employed by the Company not only for protecting the said roads streets lanes footpaths or public places sewers drains gas or water pipes tramways electric or telephone wires or other works during the operations of the Company but for making good any injury or damage to or interference with the same respectively which plans sections working drawings and specifications shall be subject to the reasonable approval of the corporation previously to the works of the Company affecting the said roads streets lanes footpaths or public places sewers drains gas or water pipes tramways electric or telephone wires or other works being commenced and such works shall be carried out in conformity with the plans as approved of or settled Provided always that if the corporation do not within fourteen days after service of such notice on them intimate to the Company their approval or

disapproval of the said plans sections working drawings and specifications the Company may thereupon proceed to execute the said works but the corporation shall not be held to have approved or acquiesced in such plans working drawings and specifications:

(2) The Company shall not in the exercise by them of the powers of this Order—

(A) Stop up permanently without the consent of the corporation any road street lane or footpath in the city;

(B) Shut up Bluevale Street Inglis Street Wilkie Street East Crawford Street or New Road to a greater extent at any one time than one-half of the width of each street and shall at all times leave the other half clear and open for the passage of traffic of every kind And the Company shall not except with the consent of the corporation be entitled to shut up occupy or interfere with any portion of those streets for a longer period than six months and they shall be liable to a penalty payable to the corporation not exceeding five pounds for every day after the expiry of the said period of six months that any such portion of those thoroughfares shall (except with the consent as aforesaid) be shut up or occupied or interfered with:

(3) In every case in which the Company interfere with or shut up temporarily any road street lane or footpath the Company shall to the satisfaction of the corporation—

(A) Restore the road street lane or footpath so interfered with by the said works;

(B) Cause the road street lane or footpath to be maintained till properly consolidated;

(C) Make good the paving and metalling of the road street lane or footpath and where necessary cause the road street lane or footpath to be repaved or remetalled over its entire width;

(D) Provide and maintain all requisite temporary communications and accesses for foot passengers to and from the houses and other buildings in the roads streets or lanes so interfered with:

(4) Where any part of the property to be acquired by the Company under the powers of this Order adjoins or fronts any street the Company shall after the acquisition of such

A.D. 1903.

property be under all the statutory obligations of an owner of property fronting or abutting on any such street so far as not inconsistent with the powers conferred upon the Company for the use of such property for railway purposes:

(5) The Company shall make the arch of the new bridge for carrying the Widening No. 5 by this Order authorised over the road known as New Road numbered on the deposited plans 46 in the parish of Glasgow of a height not less than sixteen feet nine inches from the surface of the road and of a span of not less than sixty feet and if at any time the Company shall reconstruct the existing bridge over the said road such bridge shall be constructed of the same dimensions as the said new bridge and the Company shall so far as they are owners of the ground fronting the said road grant to the corporation free of cost so much of the said ground on either side of the said new bridge as shall be necessary to enable them to widen the said road to a width of sixty feet on either side of the said bridge:

(6) The corporation may for the purpose of working their tramways by electrical power attach to the girders of the bridge over the New Road such feeders or other similar apparatus as may be necessary and any such work shall be done to the satisfaction of the engineer of the Company:

(7) (A) The Company shall face and for ever thereafter maintain in a clean condition the walls forming the abutments of the new bridge and of the existing bridge when rebuilt over the said New Road with white enamelled bricks or tiles and shall paint as often as necessary the soffits thereof white;

(B) The Company shall so construct the new and existing bridges and ballast the rails to be laid thereon as to prevent or minimise as far as possible noise from the passing of trains over the same;

(C) The Company shall take such means as may be necessary for preventing and shall prevent water drip from those new bridges upon the carriageway or footpaths of the streets and the headway of those bridges shall not be deemed to be lessened by any lining or other means adopted by the Company with the approval of the corporation for the purpose of preventing water drip;

(D) The Company shall from sunset to sunrise keep the streets under the new and existing bridges lighted to the

reasonable satisfaction of the corporation wherever the corporation reasonably considers such lighting necessary:

(8) The Company agree to the corporation at their own cost constructing a footbridge for passengers across the Company's Glasgow and Coatbridge Railway in the line of Comely Park Street and the Company shall give the corporation free of cost the necessary wayleave over and upon the lines of railway only for the abutments structure and supports of such footbridge Provided that the plans of the footbridge abutments and supports shall be subject to the approval of the engineer of the Company and that the corporation shall maintain the said footbridge in good order and shall be responsible for all damage which may at any time result to the Company's railway or works by their failure to properly maintain the said footbridge:

(9) Before proceeding with the construction of the Railway No. 7 authorised by this Order so far as it may interfere with the existing tramways or tramway works of the corporation in Dumbarton Road the Company shall at their own expense and to the satisfaction of the corporation make and maintain during the construction of the said railway a temporary tramway in continuation of the said existing tramways including all necessary underground and overhead works and on the completion of the said railway the Company shall also at their own expense and to the satisfaction of the corporation relay and restore the portion of the said existing tramways and underground and overhead works so interfered with by them The Company shall also be bound to maintain the portion of the tramways so interfered with when relaid including underground and overhead works for a period of one year from the date when the same is so relaid:

(10) In carrying Dumbarton Road numbered on the deposited plans 28 in the parish of Renfrew over the Railway No. 7 authorised by this Order the Company shall make the same of an inclination of one foot in sixty feet on the east side of the railway and of a uniform gradient on the west side of the railway from the bridge to the east side of Bouverie Street:

(11) The Company shall indemnify the corporation for any loss detention or injury sustained by them by reason of

A.D. 1903.

interruption to or interference with the tramways or the traffic thereon in consequence of the construction of their railways and works or in consequence of anything arising from their subsequent maintenance or repair or in consequence of the operations of the Company relating thereto:

(12) The Company shall not in constructing the Railway No. 7 by this Order authorised take or interfere with any of the lands of the corporation save so far as may be necessary for the purpose of providing accommodation bridges and sewers for the lands lying to the north of the Glasgow Yoker and Clydebank Railway and any interference with the works of the sewage undertaking of the corporation shall be carried out to the satisfaction of the engineer of the corporation:

(13) Should it be necessary for the Company to interfere with or alter any road or street in which any water gas electricity tramway and telephone mains pipes cables feeders wires and tubes of the corporation are or may be laid or to interfere with any of the said mains pipes cables feeders wires and tubes the Company shall wherever it is reasonably practicable to do so and if required by the corporation leave not less than three feet of covering from the surface of the road or street over every main pipe cable feeder tube or wire so altered or interfered with And in any case where such three feet of covering or more cannot be given the Company shall in every such case be bound to provide at their own expense special works for continuing the existing mains pipes cables feeders wires and tubes across the railways with special protection from injury for such mains pipes cables feeders wires and tubes all to the reasonable satisfaction of the water gas electrical tramway and telephone engineers of the corporation The Company shall also provide at their own expense and to the reasonable satisfaction as aforesaid all stop-cocks scour-pipes air-valves and other apparatus in connection with said mains pipes cables feeders wires and tubes that may be rendered necessary through their operations:

(14) In the event of the railways or widenings of railways authorised by this Order necessitating alterations on or additions to any existing bridges or the construction of any new bridges carrying or intended to carry any road

or street over the said railways or widenings of railways in or over which bridges the water gas electricity tramway or telephone mains pipes cables feeders wires and tubes of the corporation are already laid or in or over which bridges the corporation may deem it necessary to lay any new or additional water gas electricity tramway and telephone mains pipes cables feeders wires and tubes the Company shall at their own expense be bound to execute such alterations on or additions to any such existing bridges and to provide such suitable accommodation in any such new bridges as to admit of the existing water gas electricity tramway and telephone mains pipes cables feeders wires and tubes being maintained in or over such bridges and of any new or additional water gas electricity tramway or telephone mains pipes cables feeders wires and tubes which the corporation may deem it necessary to provide as aforesaid being laid or maintained in or over the same In particular the Company shall as regards any new bridge which they may construct for the purpose of carrying Dumbarton Road over the Railway No. 7 authorised by this Order be bound to make suitable accommodation over or alongside of the said bridge for the laying and maintaining of an 18-inch water main and two 36-inch gas mains therein:

(15) If at any time any accident shall occur to any water gas electricity tramway or telephone main pipe cable feeder wire or tube or any apparatus connected therewith at or near any point where such main pipe cable feeder wire or tube or any apparatus connected therewith is crossed or otherwise affected by the Company in respect of which accident it may be necessary to interfere with any of the works of the Company it shall be lawful for the corporation immediately to repair said main pipe cable feeder wire or tube or any apparatus connected therewith in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railways of the Company Provided always that the corporation shall either before or as soon as practicable after the commencement of such repair give notice thereof to the Company Provided also that it shall be lawful for the Company on the occurrence of any such accident to repair any damage that may be caused to the railway so far as the same can be repaired without

A.D. 1903.

interrupting the repair of any such main pipe cable feeder wire or tube or any apparatus connected therewith :

(16) Where any of the Company's works involve an alteration in respect of any of the said mains pipes cables feeders wires or tubes or any apparatus connected therewith the corporation shall have the option themselves of executing the works necessary for such alterations at the expense of the Company and the Company shall be liable for any injury or loss sustained by the corporation by reason of such alterations except where the same may be caused by the fault or neglect of the corporation :

(17) In the event of any road or street in which the corporation have at present any water gas electricity tramway or telephone main pipe cable feeder wire or tube laid being discontinued or diverted under the powers of this Order the Company shall in the option of the corporation be bound either (1) to pay to the corporation the value of the main pipe cable feeder wire or tube in such road or street which may be abandoned by them as such value may failing agreement be determined by the arbiter herein-after referred to or (2) to pay to the corporation the cost of providing and laying down a new main pipe cable feeder wire or tube in some other road or street for the purpose of continuing the supply of water gas electricity tramways or telephones to the district supplied by the main pipe cable feeder wire or tube which may be abandoned by the corporation as aforesaid :

(18) In addition to the plans sections working drawings and specifications provided for in sub-section (1) plans of all alterations on or additions to existing bridges and the construction of new bridges as aforesaid and of all special works for the protection of said mains pipes cables feeders wires and tubes to be provided or constructed by the Company as aforesaid shall be submitted to the water gas electrical tramway telephone and city engineers of the corporation for their approval at least twenty-one days before such works alterations or additions are commenced and the said engineers shall be bound within the said period of twenty-one days to intimate to the Company or their engineer their approval or disapproval thereof :

(19) Nothing in this Order contained shall prevent the corporation at any future time from carrying out any public

improvement or any alterations developments or extensions of the existing or contemplated works in connection with any department administered by them either above or below the level of the Company's works and wherever the same are or but for the construction of the railways might have been carried across the Company's works the Company shall pay to the corporation any additional expense the corporation may reasonably incur or be put to in the carrying out of the same by reason of the making or maintaining of the Company's works or by any of the operations of the Company nor shall anything in this Order entitle the Company to any compensation for any damage occasioned by such operations of the corporation unless such damage shall have been occasioned by the default or neglect of the corporation:

(20) The special provisions herein contained for the protection of the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 sections 18 to 23 both inclusive But those provisions respectively except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect Provided also that the provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation (Scotland) Act 1845 shall apply to all mains pipes cables feeders wires and tubes and any apparatus connected therewith used for the supply of electricity tramways and telephones in the same manner and to the same extent as they apply to all mains pipes and apparatus used for the supply of water and gas:

(21) If any difference shall arise between the corporation and the Company upon or with reference to any plans sections elevations working drawings or specifications or other particulars which under the provisions herein-before contained are to be delivered by the Company to the corporation or as to the mode of carrying out any of the works herein-before provided for or as to any other matter or thing arising out of the said plans sections or elevations working drawings specifications or particulars or any of the provisions of this section every such difference shall on the application of the Company or of the corporation be referred

A.D. 1903.

to the determination of an arbiter to be mutually agreed upon by the corporation and the Company and failing such agreement to be appointed on the requisition of either of them by the Board of Trade and such arbiter shall have power to determine the matter in difference The costs of and incidental to the reference shall be paid as the arbiter may determine If any question of law should arise in the course of such arbitration the arbiter shall have power at the request of either party to state a case for the opinion of the Court of Session and the Court shall determine such question.

Extinguishment of rights of way.

28. All public rights of way over or along any road or footpath which shall under the provisions of this Order be diverted stopped up or discontinued shall be extinguished as from the date of such diversion stopping up or discontinuance but any such road or footpath shall not be stopped up or discontinued unless and until the new roads and footpaths which are by this Order authorised to be respectively substituted therefor are completed to the satisfaction of the sheriff Provided that the Company shall before applying to the sheriff for his certificate that any road is completed to his satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which the road or footpath is situate And when and so soon as any portion of such road or footpath is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of such road or footpath stopped up as far as the same is bounded on both sides by lands of the Company.

Extension of time for purchase of lands for purposes of certain railways authorised by North British Railway (General Powers) Act 1900.

29. The powers granted to the Company by the North British Railway (General Powers) Act 1900 for the compulsory purchase of lands for the purposes of the railways in the said Act described as Railway No. 1 Railway No. 2 Railway No. 3A Railway No. 4A Railway No. 5A Railway No. 6A Railway No. 7 and Railway No. 10 are hereby extended and may be exercised by the Company for a further period of two years from the sixth day of August one thousand nine hundred and three and on the expiration of that period those powers shall cease.

Extension of time for completion of cer-

30. The powers granted to the Company by the North British Railway (General Powers) Act 1900 for the completion of Railway

No. 1 Railway No. 2 Railway No. 3A Railway No. 4A Railway No. 5A Railway No. 6A Railway No. 7 and Railway No. 10 are hereby extended and may be exercised by the Company for a period of three years from the sixth day of August one thousand nine hundred and five If the said railways be not completed within the extended period then on the expiration of that period the powers in relation thereto shall cease except as to so much of the said railways as shall then be completed.

Certain railways authorised by North British Railway (General Powers) Act 1900.

31. The powers granted to the Company by the North British Railway (General Powers) Act 1898 as extended by the North British Railway Act 1901 for the compulsory purchase of lands for the purposes of Railway No. 1 by the first-mentioned Act authorised are hereby further extended and may be exercised by the Company for a further period of two years from the twelfth day of August one thousand nine hundred and three and on the expiration of that period those powers shall cease.

Further extension of time for purchase of lands for purposes of Railway No. 1 authorised by North British Railway (General Powers) Act 1898.

32. The powers granted to the Company by the North British Railway (General Powers) Act 1898 as extended by the North British Railway Act 1901 for the completion of Railway No. 1 by the first-mentioned Act authorised are hereby further extended and may be exercised by the Company for a further period of three years from the twelfth day of August one thousand nine hundred and six If the said railway be not completed within the said further extended period then on the expiration of that period the powers of making and completing the same and otherwise in relation thereto shall cease except as to so much of the said railway as shall then be completed.

Further extension of time for completion of Railway No. 1 authorised by North British Railway (General Powers) Act 1898.

33. The powers granted to the Newburgh and North Fife Railway Company by the Newburgh and North Fife Railway Act 1897 as extended by the North British Railway (General Powers) Act 1900 for the compulsory purchase of lands for the purposes of the railways and works by the first-mentioned Act authorised are hereby revived and extended and may be exercised by the Newburgh and North Fife Railway Company for a further period of two years from the sixth day of August one thousand nine hundred and two and on the expiration of that period those powers shall cease.

Revival and extension of time for purchase of lands under Newburgh and North Fife Railway Act 1897.

34. The powers granted to the Newburgh and North Fife Railway Company by the Newburgh and North Fife Railway Act 1897 as extended by the North British Railway (General Powers) Act 1900 for the completion of the railways and works by the first-mentioned Act authorised are hereby further extended and may be

Further extension of time for completion of railways authorised by New-

A.D. 1903.

burgh and North Fife Railway Act 1897.

exercised by the Newburgh and North Fife Railway Company for a further period of three years from the sixth day of August one thousand nine hundred and five If the said railways be not completed within the said further extended period then on the expiration of that period the powers of making and completing the same and otherwise in relation thereto shall cease except as to so much of the said railway as shall then be completed.

Restrictions on displacing persons of labouring class.

35.—(1) The Company shall not under the powers of this Order or under the powers of any former Act revived or extended by this Order purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1897 ten or more houses which on the fifteenth day of December next before the passing of the Act confirming this Order or of the former Act by which such purchase or acquisition was originally authorised (as the case may be) were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or have been or shall be subsequently so occupied unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December aforesaid or for such number of persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme.

(2) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally and after the Secretary for Scotland has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary for Scotland may have approved of any such scheme or of any modifications of any such scheme or subject to which he may have dispensed with the above mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary for Scotland.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Order in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase section 145 of the Public Health (Scotland) Act 1897 shall be incorporated with this Order and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or under any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme

A.D. 1903.

under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings by the Company shall contain proper covenants for securing that the buildings on such lands shall during such period of twenty-five years be used exclusively for the purpose of such dwellings and shall be endorsed with notice of this enactment:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(8) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and he and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connection with any scheme under this section all or any of the powers vested in them respectively under the Public Health (Scotland) Act 1897 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any such inquiry and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed.

(10) Any houses purchased or acquired by the Company for or in connection with any of the purposes of this Order whether purchased or acquired in exercise of the powers conferred by this Order or otherwise and whether before or after the passing of the Act confirming this Order which may have been occupied by persons of the labouring class within five years before the passing of the Act confirming this Order and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary for Scotland under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Order and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the

labouring class as were occupying the said houses at the date of their acquisition Provided that if the Secretary for Scotland is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary for Scotland they might have been sufficient to accommodate.

(11) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Byelaws and regulations of Company to extend to undertakings of other companies.

36. All byelaws and regulations made or which may after the passing of the Act confirming this Order be made by the Company and in force for the time being for the regulation of the use of their railways shall apply in all respects to the several railways and undertakings authorized by and constructed under the provisions of the Lauder Light Railway Order 1898 the Gifford and Garvald Railway Act 1891 the Gifford and Garvald Railway Act 1893 and the Gifford and Garvald Light Railway Order 1898 as if such railways and undertakings formed part of the undertaking of the Company but nothing contained in any such byelaws and regulations shall in any way affect the provisions of the said Light Railway Orders or either of them.

Power for Company to raise capital by shares or stock.

37. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or new preference shares or stock convertible into ordinary preference stock and ordinary stock or wholly or partially by one or more of those modes respectively any additional capital not exceeding in the whole three hundred thousand pounds but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Extending provisions of Act of 1888

38. All preference shares or stock convertible into ordinary preference stock and ordinary stock created and issued under the

A.D. 1903

to preference stock convertible into ordinary stock.

provisions of this Order or any Act relating to the Company may by agreement with the holders thereof be converted on the same terms and subject to the like conditions as all preference shares or stock convertible into ordinary preference stock and ordinary stock authorised to be created and issued under the North British Railway Act 1888.

Except as otherwise provided new shares or stock to be subject to same incidents as present shares.

39. Except as by this Order otherwise provided the capital in new shares or stock created by the Company under this Order and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital:

The capital in new shares or stock so created shall form part of the capital of the Company.

Saving clause for corporation of Falkirk.

40. Nothing contained in this Order shall prejudice or affect the provisions of section 36 of the North British Railway (General Powers) Act 1900 or the obligations therein imposed on the Company in favour of the Corporation of Falkirk.

Dividends on new shares or stock.

41. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Restriction as to votes in respect of preference shares or stock.

42. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

New shares or stock raised under this Order and any other Act or Order may be of same class.

43. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Order and any other Act or Order passed or confirmed in the present Session of Parliament whether before or after the passing of the Act confirming this Order by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by

such other Act or Order and this Order respectively authorised to raise by the creation and issue of new shares or stock.

Calls.

44. Twenty per centum on the amount of any share shall be the greatest amount of any call which may be made thereon and there shall be an interval of not less than three months between any two successive calls and the Company shall not call up more than three-fourths of a share in any year.

Power to borrow.

45. The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Order authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one-half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such sheriff as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Provisions of Act of 1902 as to appointment of a receiver or judicial factor repealed.

46. The provisions of the North British Railway (General Powers) Act 1902 authorising the appointment of a receiver or judicial factor for principal or interest moneys due upon any mortgage of the Company are hereby repealed but subject and without prejudice to any appointment of a receiver or judicial factor or proceedings taken under or by virtue of such provisions and in

A.D. 1903.

force or pending at the time of the passing of the Act confirming this Order.

For appointment of a judicial factor.

47. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a judicial factor In order to authorise the appointment of a judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

48. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of the Act confirming this Order and subsisting at the passing thereof shall during the continuance of such mortgages and as regards the undertaking comprised in and assigned by such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over all mortgages to be granted by virtue of this Order but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Company may create debenture stock.

49. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 The interest of all debenture stock of the Company at any time after the passing of the Act confirming this Order created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of the Act confirming this Order granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys raised under Order.

50. All moneys raised by the Company under this Order whether by shares or stock or debenture stock or by borrowing shall be applied only to the purposes of this Order and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Company may apply corporate funds.

51. The Company may from time to time apply for or towards all or any of the purposes of this Order to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls made up.

52. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Order or any Act authorised to raise to any shareholder on the amount of the calls

made in respect of the shares held by him but nothing in this Order shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

Deposits for future Orders or Bills not to be paid out of capital.

53. The Company shall not out of any money by this Order authorised to be raised pay or deposit any sum which by any General Order for the regulation of proceedings under the Private Legislation Procedure (Scotland) Act 1899 or any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to the Secretary for Scotland for a Provisional Order or to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provisions as to general Railway Acts.

54. Nothing in this Order contained shall exempt any company named in this Order or the railways of such company 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 to be taken by any of the said companies.

Extension of running powers and facilities of North Eastern and Great Northern Railway Companies.

55.—(A) All rights powers and privileges which the North Eastern Railway Company and the Great Northern Railway Company possess or are entitled to or may exercise over upon or with reference to the Dunfermline and Thornton Branch Railway of the Company east of Cowdenbeath Junction shall extend and apply to Railway No. 1 by this Order authorised.

(B) The running powers rights and facilities by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act 1865 granted secured and provided as regards east coast traffic shall extend and apply to the Widenings No. 5 and No. 6 by this Order authorised.

(C) All rights powers and privileges which the North Eastern Railway Company and the Great Northern Railway Company possess or are entitled to or may exercise over upon or with reference to the Glasgow Yoker and Clydebank Railway of the Company shall extend and apply to Railway No. 7 by this Order authorised.

A.D. 1903.

Saving rights of Crown.

56. Nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein 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 King's Majesty.

Works below high-water mark not to be commenced without consent of Board of Trade.

57. The Company shall not under the powers of this Order construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Costs of Order and Act.

58. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Order and the Act confirming the same or otherwise in relation thereto shall be paid by the Company.

SCHEDULE referred to in the foregoing Order.

Describing LANDS BUILDINGS and MANUFACTORIES of which Portions may be taken without taking the whole.

Parish.	Numbers on deposited Plans.
	RAILWAY No. 1.
Auchterderran -	9 10 11 15 34 37 55.
	RAILWAY No. 3.
Saline - -	2 6 14 15 16 17 18 19 27 43 50 54.
	RAILWAY No. 5.
Glasgow - -	31 32 33 34 35 37 37 38 39 40 44 45 49 54 55 56 57 58 59.
	RAILWAY No. 6.
Glasgow - -	38.
	RAILWAY No. 7.
Renfrew - -	9 14 19 22/1 32 37 38 46.
Old Kilpatrick -	5 7 8.
	LAND TO BE ACQUIRED AT YOKER.
Old Kilpatrick -	4 5 5.
Renfrew -	3 6 9 14 19 22/1 46 46.
	LAND TO BE ACQUIRED NEAR KELTY STATION.
Beath - -	9.
	LAND TO BE ACQUIRED AT SPRINGFIELD (GRAHAMSTOWN).
Falkirk - -	2 3 4 5.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
OLIVER AND BOYD, EDINBURGH; or
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.