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Cap. cclxxxv.

An Act to authorize the *North British* Railway Company to make Railways near *Glasgow;* and for other Purposes. [30th *July* 1866.]

WHEREAS by "The *North British, Edinburgh, Perth, and Dundee* and *West of Fife* Railways Amalgamation Act, 1862," the *North British* Railway Company, the *Edinburgh, Perth, and Dundee* Railway Company, and the *West of Fife* Railway and Harbour Company were amalgamated under the Name of "The *North British* Railway Company:" And whereas by "The *North British* and *Edinburgh and Glasgow* Railway Companies Amalgamation Act, 1865," the Undertaking of the *Edinburgh and Glasgow* Railway Company was transferred to and amalgamated with the Undertaking of the *North British* Railway Company: And whereas it would be attended with public Advantage if the *North British* Railway Company (in this Act called "the Company") were authorized to make a Railway commencing by a Junction with the authorized Line of Railway from the *Glasgow, Dumbarton, and Helensburgh* Railway to *Stobcross*, and terminating by a Junction with the *Glasgow, Dumbarton, and Helensburgh* Railway, and a Railway commencing by a Junction with the last-mentioned Railway,

25 & 26 Vict. c. clxxxix.

28 & 29 Vict. c. cccviii.

and terminating by a Junction with the *Glasgow and Milngavie Junction* Railway: And whereas Plans and Sections describing the Lines and Levels of the intended Railways, and the Lands to be taken for the Purposes thereof, with a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Principal Sheriff Clerks of the Counties of *Lanark*, *Renfrew*, and *Dumbarton*, and which are herein-after referred to as the deposited Plans and Sections and deposited Book of Reference: And whereas it would be attended with public Advantage if the Company were authorized to abandon the Formation of the Railway from near *South Balgray* Farm Steading to near *Skaterig* Farm Steading, authorized by "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864:" And whereas it is expedient that the Company should be authorized to raise additional Capital for the Purposes of this Act; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *North British* Railway (*Glasgow* Branches) Act, 1866."

8 & 9 Vict. cc. 19. & 33. 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and Part I. of "The Railways Clauses Act, 1863," relating to Construction of a Railway, are (except where expressly varied by or inconsistent with this Act) incorporated with and form Part of this Act.

8 & 9 Vict. c. 17. and 26 & 27 Vict. c. 118. incorporated.

3. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders, and with respect to the

Provision

Provision to be made for affording Access to the Special Act by all Parties interested, 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, are incorporated with and form Part of this Act: Provided that each Holder of new Shares or Stock in the Capital by this Act authorized to be raised shall be entitled to the same Number of Votes in respect thereof as the Possession of an equal nominal Amount of the Capital authorized by the Acts relating to the Company would have conferred upon him.

Interpretation of Terms.

4. The Expression "the Railways" in this Act shall mean the Railways by this Act authorized to be made and maintained, or any Part thereof.

Power to make Railways, &c. according to deposited Plans.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose.

Description of Works.

6. The Railways herein-before referred to and authorized by this Act are:—

(1.) A Railway Two Miles Seven Furlongs and One hundred and sixty Yards in Length (called Railway No. 1.), commencing by a Junction with the Line of Railway from the *Glasgow, Dumbarton, and Helensburgh* Railway to *Stobcross* authorized by "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864," near *Banochill* Cottages on the Lands of *Broomhill*, and terminating by a Junction with the *Glasgow, Dumbarton, and Helensburgh* Railway near *East Drumchapel* Farm Steading:

(2.) A Railway Five Furlongs and One hundred and fifty-six Yards in Length (called Railway No. 2.), commencing by a Junction with Railway No. 1. near *South Westerton* Farm Steading, and terminating by a Junction with the *Glasgow and Milngavie Junction* Railway near *Lochend* Cottage.

Additional Capital for new Works.

7. It shall be lawful for the Company from Time to Time, in addition to the Capital authorized by the Acts relating to the Company, to raise for the Purposes of this Act any Sum not exceeding Sixty thousand Pounds by the Creation and Issue of new Ordinary Shares or Stock and new Preference Shares or Stock in their Undertaking, or, at the Option of the Company, by any of those Modes, and

and of such Amounts respectively as the Company may think fit, but not exceeding in the whole the said Sum of Sixty thousand Pounds.

Shares not to issue until One Fifth paid up.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

9. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and One Half of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Rights of Holders to new Shares or Stock.

10. The Capital to be raised by such new Shares or Stock shall be Part of the general Capital of the Company, and, except as otherwise provided by the Special General Meeting of the Company which shall resolve to create and issue the same, such new Shares or Stock shall confer and impose on the Holders thereof all the Rights and Privileges, Liabilities and Obligations, which the existing Shares or Stock of the Company confer and impose on the Holders thereof.

Dividends on preferential Shares to be paid out of Profits of each Year.

11. The Holders of any preferential Shares or Stock which may be created and issued by the Company under the Authority of this Act shall be entitled to the preferential Dividend assigned thereto out of the Profits of each Year ending on the Thirty-first Day of *January*.

Capital under several Acts may be raised by Shares or Stock of One Class.

12. If by any other Act or Acts passed in the present Session of Parliament, and whether before or after the passing of this Act, the Company are authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of such other Act or Acts and this Act respectively, the Company may, if they think fit, raise by the Creation and Issue of 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 Acts and this Act respectively authorized to raise by the Creation and Issue of Shares or Stock.

Power to borrow on Mortgage.

13. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Twenty thousand Pounds, in addition to the Sums authorized to be borrowed by the Acts relating to the Company; but no Part of such Sum shall be borrowed until the whole of such additional Capital of Sixty thousand Pounds is subscribed

subscribed for, issued, and accepted, and One Half thereof 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 the whole of such additional Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share or Sum of Stock has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assignees, and that such Subscribers or their Assignees 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.

Existing Mortgages to have Priority.

14. All Mortgages and Bonds granted before the passing of this Act under the Authority of any Act of Parliament relating to the Company, or to any other Company which has been amalgamated with the Company, and which shall be subsisting at the Time of the passing of this Act, shall during the Continuance of such Mortgages and Bonds have Priority over any Mortgages to be granted under the Authority of this Act.

Debenture Stock.

15. The Company may create and issue Debenture Stock.

Application of Monies.

16. All Monies raised under this Act, whether by Shares or Stock or borrowing, shall be applied for the Purposes of this Act only.

Power to apply authorized but unexpended Capital.

17. The Company may apply for the Purposes of this Act any Monies which they may have in their Hands, or which they have Authority to raise, and which may not be required for the Purposes to which the same are by any Act declared to be specially applicable.

Lands for extraordinary Purposes.

18. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

19. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

20. The Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration

tion of that Period the Powers by this Act granted to the Company for constructing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

For Protection of Forth and Clyde Canal Company.

21. Whereas Railway No. 1. by this Act authorized is intended to be carried under the *Forth and Clyde* Canal belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, hereinafter called "the Canal Company," and such crossing of the said Canal cannot be executed without a temporary Diversion thereof: Therefore with respect to such crossing and temporary Diversion the Company shall be subject to and be bouud by the following Provisions:

(*a.*) The Company, before they enter upon or interfere with the Lands, Canal, or other Works belonging to the Canal Company, shall make and form a temporary Diversion of the Canal equal in Depth with that Part of the Canal under which the Railway is intended to pass, and of a Breadth sufficient to allow any Two Vessels navigating the Canal to pass each other with Ease, and capable of conveying the Trade of the Canal as speedily and advantageously as the present Line of the Canal where so diverted, and such temporary Diversion shall be executed at the Sight and to the Satisfaction of *John Frederick Bateman*, Civil Engineer, *London*, or *James Leslie*, Civil Engineer, *Edinburgh*, and failing both of them of an Engineer to be appointed by the Canal Company; and if the temporary Diversion of the Canal, on being filled with Water, shall remain free from any Leakage for Two Months or such other shorter Period as the said Engineer shall think sufficient to test the Sufficiency thereof, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the Canal as the temporary Diversion is substituted for may be closed for such Period as will allow of the Construction of the Works necessary for carrying the Railway under the same, and the Canal shall with the utmost possible Despatch be restored and re-constructed in its present Line at the Sight and to the Satisfaction of the said Engineer; and if the said re-constructed Canal, on being filled with Water, shall remain free from any Leakage for Two Months or such other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then re-opened for Traffic, and the said temporary Diversion shall be removed by the Company; and all the said Works shall be executed at the Expense of the Company according to Plans

to

to be approved of by the said Engineer, and the Company shall also pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works: Provided always, that the Company may, if they think proper, support the Aqueduct for carrying the Canal over the Railway with Cast-iron Girders of such Dimensions as may be fixed by the said Engineer over Two Openings or Spans of Fifteen Feet each:

(*b.*) The aforesaid Operations shall be carried on, completed, and upheld at the sole Risk of the Company, who shall be liable for all Damages occasioned to the Canal and Works connected therewith belonging to the Canal Company, or to the Traders on the Canal, or to the adjoining Country, by or in consequence of the Operations of the Company, whensoever such Damages may occur; and the Portion of the Canal which shall be so temporarily diverted or altered and re-constructed and restored by the Company, including all Works and Buildings therewith connected at present in existence or which may hereafter be formed by the Company, shall be maintained by them in all Time coming in a State of perfect Repair and free from all Leakage:

(*c.*) If the temporary Diversion of the Canal, or the said re-constructed and restored Canal or Works and Buildings therewith connected, or any of them, shall be so constructed or maintained by the Company as to impede Boats, Barges, or other Vessels or Traffic from navigating or using the same at all Times as freely and uninterruptedly as at present, then the Company shall pay to the Canal Company the actual Damage thereby occasioned, or in lieu thereof, and in the Option of the Canal Company, as and by way of liquidated and ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment shall be allowed to continue on the Canal, not exceeding Forty-eight Hours, but if beyond Forty-eight consecutive Hours then the Sum of Twenty Pounds for every Hour during which such Impediment shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on Demand being made on the Secretary or any Officer of the Company, the Canal Company may sue for and recover the same, together with full Expenses, against the Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Lanark*, or the same may be recovered in like Manner as any other Penalties under this Act:

(*d.*) If there be any Leakage in the temporary Diversion of the Canal or in the said re-constructed and restored Canal, or if the

the temporary Diversion or the said re-constructed Canal and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not within Twenty-four Hours after written Notice of such Leakage or Disrepair to the Secretary or any Officer of the Company forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the temporary Diversion or the said re-constructed Canal and Works connected therewith, then the Canal Company are hereby empowered to perform all such Operations as may be necessary for any of the above Purposes at the Risk of the Company, and that without Prejudice to the Right of the Canal Company to recover the Amount of all actual Damage which may be done by such Leakage or Disrepair, or, in their Option, liquidated Damages at the Rates hereinbefore provided, so long as such Leakage or Disrepair shall continue, both before and after the giving of such Notice as aforesaid and during the Currency thereof; and the Canal Company shall be entitled to recover from the Company the Expense of all Operations which may be performed by them in removing such Leakage or in making such Repairs, and in default of Payment of such Expense and of such actual or liquidated Damages the same may be recovered as hereinbefore provided with reference to Damages for impeding the Passage along the Canal.

Saving Rights of Canal Company.

22. Nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Canal Company, or shall authorize or empower the Company to enter upon or interfere with any Part of the Land, Canal, or other Works of the Canal Company, or to alter the Line of the said Canal or Towing Paths or any of them, except as herein provided, or to purchase or take any Lands belonging to the Canal Company, without their previous Consent in Writing, or to alter the Level or reduce the Breadth of the Canal or Towing Paths or any Part thereof, or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing Paths or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal, or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof, and it shall not be lawful for the Company to leave less than a clear Depth in the said re-constructed Canal of Ten Feet below the Top-water Level of the same, and not less than a clear Depth of Eleven Feet Six Inches in that Portion of the said re-constructed Canal which shall pass over the Aqueduct to be constructed by the Company over the Railway No. 1.: Provided nevertheless, that nothing herein contained shall prevent

prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the Railway No. 1. where the same shall pass under the said Canal, and through the Property of the Canal Company.

Running Powers to Canal Company.

23. The Canal Company may (subject to the Byelaws, Rules, and Regulations of the Company in force for the Time being), on Payment of a Toll of Threepence *per* Ton, run over and use, with their own Engines and Waggons, the Railways Nos. 1. and 2. by this Act authorized (including the Use of the whole Sidings, Watering Places, and other Conveniences connected therewith), but that only for the Purpose of conveying to the *Forth and Clyde* Canal Coal, Ironstone, Limestone, and other Minerals for Shipment on the same at or near the crossing thereof by the Railway No. 1.

Providing for Connexion between Canal and Railway.

24. If and when required by the Canal Company, the Company shall, at the Expense of the Canal Company, make and maintain Openings in the Ledges or Flanges of the Rails of Railway No. 1., and allow of the Junction therewith of a Side Line or Lines leading into any Wharf which may be formed by the Canal Company at a Point or Points convenient for the Shipment of the said Minerals on the *Forth and Clyde* Canal at or near the crossing thereof by Railway No. 1., and that at the Sight of the Engineer of the Company, and at such suitable Point as will not interfere with or endanger the Passage of the Traffic on the Lines of Railway belonging to the Company.

Inclination of Roads.

25. The Inclinations of the Turnpike Road numbered on the deposited Plan 23 in the Parish of *Renfrew*, when altered for the Purposes of this Act, shall not be steeper than One in Fifty on both Sides.

Power to deviate.

26. In constructing the Railways by this Act authorized it shall be lawful for the Company, except as herein otherwise provided, to make lateral Deviations from the Lines described on the said deposited Plans to any Extent not exceeding the Limits of Deviation marked thereon, and to make vertical Deviations from the Levels shown on the said deposited Sections to any Extent not exceeding Five Feet.

Penalty if Railways not completed within the Period limited.

27. If the Railways shall not be completed and opened for public Traffic within Five Years from the passing of this Act, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recovered as a Debt due to the Crown, for every Day after the Expiration of the said Period until the Railways shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing

Railways not exempt from Provisions of present and future General Acts.

34. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by the recited Acts or this Act.

Expenses of Act.

35. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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