



## CHAPTER li.

An Act to authorise the Trustees of the Clyde Navigation A.D. 1911.  
to construct a tidal dock graving dock and other works  
on the River Clyde at Renfrew to borrow additional  
money and for other purposes. [29th June 1911.]

**W**HEREAS by the Clyde Navigation Consolidation Act 1858  
the Trustees of the Clyde Navigation (herein-after called  
“the Trustees”) were incorporated and it was by that Act enacted  
that the undertaking of the Trustees should among other things  
include the construction and maintenance of quays wharves docks  
and other works within the limits of the jurisdiction of the  
Trustees as defined by the said Act and the Trustees were further  
empowered to do all works and things necessary for that purpose :

And whereas further powers were conferred upon the Trustees  
by subsequent Acts :

And whereas it is expedient that the Trustees should be  
authorised to construct the tidal dock graving dock and other  
works herein-after described and to levy rates and tolls for the  
use thereof and also that the other objects and purposes in this  
Act mentioned should be carried into effect :

And whereas it is expedient that the Trustees should be  
authorised to borrow a further sum of money for the purposes  
of this Act and for the general purposes of their undertaking :

And whereas maps plans and sections describing the lines  
situation and levels of the works authorised by this Act 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 of those  
works or of the undertaking of the Trustees or under the powers  
of this Act were duly deposited with the principal sheriff clerks

A.D. 1911. of the counties of Renfrew and Lanark at their offices in Paisley and Glasgow respectively and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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:—

Short title.

1. This Act may be cited as the Clyde Navigation Act 1911.

Citation of Acts.

2. This Act and the Clyde Navigation Acts 1858 to 1908 may be cited as the Clyde Navigation Acts 1858 to 1911.

Division of Act into Parts.

3. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—New Works &c.

Part III.—Financial.

Part IV.—Miscellaneous.

## PART I.

### PRELIMINARY.

Incorporation of general Acts.

4. The following Acts and portions of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

The provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and with respect to the crossing of roads or other interferences therewith:

The Harbours Docks and Piers Clauses Act 1847 with the exception of the sections with respect to lifeboats with respect to keeping a tide and weather gauge and with respect to buoys lighthouses and beacons and also with the exception of sections 25 26 and 30 and the Harbours Docks and Piers Clauses Act 1847 with the aforesaid exceptions shall apply to the works by this Act authorised

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act 1847 shall have the following respective meanings (that is to say):—

The expressions “packet boat” and “post office packet” mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression “post office bag of letters” means a mail bag as defined by the same Act. Provided that nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire:

And in construing the said Acts as incorporated with this Act the expressions “the company” “the undertakers” and “the railway” shall respectively mean the trustees and the works by this Act authorised.

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

And in this Act—

“The Clyde Navigation Acts” means the Clyde Navigation Acts 1858 to 1908;

“The Act of 1858” means the Clyde Navigation Consolidation Act 1858;

“The Act of 1905” means the Clyde Navigation Act 1905;

“The Trustees” means the Trustees of the Clyde Navigation appointed by and acting under the Clyde Navigation Acts;

“The corporation” means the corporation of the city of Glasgow;

“The Renfrew Corporation” means the provost magistrates and councillors of the burgh of Renfrew;

“The Renfrew Ferry undertaking” means the ferry of Renfrew and ferry rights of the Renfrew Corporation as defined in the first article of the agreement scheduled to this Act;

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“The Renfrew Harbour” means the Renfrew Harbour undertaking of the Trustees as defined by the Act of 1905 ;

“The Rothesay Dock” means the dock and works connected therewith of the Trustees at Clydebank authorised by the Clyde Navigation Act 1899.

## PART II.

## NEW WORKS &amp;c.

Power to  
execute  
works.

6. Subject to the provisions of this Act the Trustees may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and the works and conveniences connected therewith 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 (that is to say) :—

- (i) A tidal dock on the south side of the River Clyde thirty-two acres or thereby in extent consisting of an outer basin commencing on the eastern side of the slip basin of the Trustees' workshops at Renfrew and extending thence south-eastward for a distance of five hundred and ninety yards or thereby and being of a width of two hundred and seventy yards or thereby and an inner basin extending south-eastward from the eastern side of the outer basin for a distance of four hundred and forty-two yards or thereby and being of a width of ninety yards or thereby :
- (ii) A graving dock commencing on the eastern side of the outer basin of the tidal dock above described at a point one hundred and forty-four yards or thereby northward from the north-westerly corner of the stables and offices of Elderslie House and terminating at a point three hundred and sixty-eight yards or thereby south-eastward from the point of commencement :
- (iii) A cross-ferry recess or opening on the north side of the River Clyde commencing at a point eighteen yards or thereby south-eastward from the south-east corner of the existing north slip for Renfrew Ferry and

terminating at a point thirty-five yards or thereby north-eastward from the said south-east corner of the said slip: A.D. 1911.

- (iv) A cross-ferry recess or opening on the south side of the River Clyde commencing at a point thirty-three yards or thereby southward from the north-easterly corner of the existing quay wall of Renfrew Harbour and terminating at a point sixty-three yards or thereby south-westward from the said north-easterly corner of the said quay wall:
- (v) A quay or wharf commencing at a point forty-eight yards or thereby southward from the north-easterly corner of the existing quay wall of Renfrew Harbour and terminating at a point thirty-eight yards or thereby north-eastward from the southern end of the existing wooden wharf of the said harbour.

The works above described will be and the lands houses and other property which will or may be required to be taken for the purposes thereof are situated respectively in the parishes of Renfrew and Govan the counties of Renfrew and Lanark and the burgh of Renfrew.

7. Whereas under the powers contained in the Paisley and Renfrew Railway Act 1835 the Paisley and Renfrew Railway (Sale and Improvement) Act 1847 the Glasgow and South Western Railway Consolidation Act 1855 and the Glasgow and South Western Railway (Additional Powers) Act 1863 and by agreement with the Renfrew Corporation the Glasgow and South Western Railway Company (in this section called "the company") have power to construct a branch from their Paisley and Renfrew line to the existing harbour of Renfrew with lines along the harbour and also to construct and maintain a more permanent wharf or landing place quay and tidal harbour at Renfrew in connexion with their railways and to maintain all necessary works in connexion therewith:

For protec-  
tion of Glas-  
gow and  
South West-  
ern Railway  
Company.

And whereas the company have not yet constructed the said tidal dock but have constructed and maintain the said wharf or landing place and also the said branch and harbour lines and the railway traffic to the said harbour is at present carried on over the said branch and lines:

And whereas under the Renfrew Burgh and Harbour Extension Act 1899 it was provided that the works thereby authorised

A.D. 1911. should be constructed so as not to interfere with or obstruct the said branch and harbour lines and that the company should have certain conveniences and facilities therein mentioned:

And whereas under the Act of 1905 the Renfrew Harbour undertaking was transferred to and vested in the Trustees and by section 19 (For protection of Glasgow and South Western Railway Company) thereof it was provided for the protection of the company inter alia that nothing in that Act should authorise the Trustees to obstruct or interfere in any way with the existing railways sidings or works of the company at the existing harbour or the traffic thereon or the access between such railways sidings and works and the existing harbour:

And whereas the cross-ferry recesses and the quay or wharf and other works authorised by this Act will interfere with the company's existing railways sidings and works at the Renfrew Harbour and deprive them of the means of carrying their traffic to and from the harbour and it is proper that the company should be protected as herein-after provided:

And whereas the company are promoting in the present session a Provisional Order for making and maintaining two railways Nos. 1 and 2 and relative works therein specified:

Therefore the said section 19 is hereby repealed and in lieu of the provisions thereof the following provisions shall unless otherwise agreed between the company and the Trustees be observed and have effect (that is to say):—

- (1) The company shall (if they obtain the necessary powers) in substitution for their railways sidings and works to be interfered with as aforesaid construct the said two railways as may be arranged between them and the Trustees and the company shall maintain the said railways as part of their undertaking and the Trustees shall grant to the company a wayleave for the parts and portions of the said railways which will be situate in upon or over any portion of the property of the Trustees without the company being required to make any payment therefor:
- (2) The Trustees shall at their own expense make and maintain (1) a dock tramway suitable for the rolling-stock of the company to connect with Railway No. 1 at the termination thereof in connexion with the



new docks quay or wharf and other works authorised by this Act and (2) a loop line also suitable for the rolling-stock of the company to be reasonably approved of by them for the purpose of working the company's traffic between their railways and the said dock tramway new docks quay or wharf and other works In so far as the said dock tramway and loop line are required for working the company's traffic of every description to and from the said new quay or wharf Work No. v by this Act authorised the company shall be entitled to run over and use the same free of tolls rates and charges:

- (3) When the Trustees commence the construction of the said new quay or wharf they shall proceed with and complete the same with all reasonable despatch:
- (4) The Trustees shall afford to the company the like facilities as they may afford to any other company or person to lay down work over and use such further railways dock tramways sidings and connexions in and around the said new docks and works and to run over and use any railways dock tramways sidings and connexions which may belong to the Trustees and also the like facilities as they may afford to any other company or person in respect of traffic of all descriptions conveyed to or from the said new docks and works and for the use of the accommodation appliances and conveniences of the said new docks and works including such facilities as will enable the company to quote through fares and rates on all descriptions of traffic conveyed by their railways to or from the said new docks and works the terms and conditions of such facilities and in respect of the user of such accommodation appliances and conveniences failing agreement to be fixed by arbitration as herein-after provided and to be as favourable as those afforded to any other company or person and the tolls rates and charges in respect of the traffic of the company shall not exceed those charged to any other company or be made payable by the company or in respect of the traffic of the company on terms less favourable than those given to any other company:

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(5) Nothing in this Act contained shall in anywise derogate from the rights and powers conferred upon and vested in the company under and by virtue of the herein-before recited Acts and those Acts shall apply to the two railways mentioned in this section and the quay or wharf authorised by this Act when constructed in the same manner and to the same extent and subject to the like powers rights facilities and privileges as they now apply to the company's railways sidings and works at the Renfrew Harbour and to the said harbour for which the said two railways and relative works and the said quay or wharf respectively are in substitution:

(6) Any difference arising in respect of or out of the provisions of this section shall be determined by an arbiter to be mutually agreed upon and failing agreement to be appointed by the Board of Trade on the application of the Trustees or of the company.

Footpath to  
be stopped  
up.

**8.—**(1) Subject to the provisions of this Act the Trustees may stop up permanently the footpath or right of way following:—

The public footpath or right of way wholly in the parish and county of Renfrew and partly in the burgh of Renfrew extending from the point at which Marlinford Road abuts on the River Clyde to the point where the said footpath or right of way joins Ferry Road in the burgh of Renfrew.

(2) For the protection of the county council of the county of Renfrew and of the district committee of the first or upper district thereof the county council of the county of Lanark and of the district committee of the district of the lower ward of that county and of the Renfrew Corporation (herein-after called "the protected authorities") the following provisions shall unless otherwise agreed upon with and by the protected authorities respectively have effect viz.:—

(A) The Trustees shall (within six months after they have so stopped up such public footpath or right of way or any part thereof) pay to the protected authorities as compensation for the right by this section conferred on the Trustees and for the loss and inconvenience



thereby caused to the protected authorities or to persons represented by them such sum as may be agreed on by the protected authorities and the Trustees or failing such agreement as may be determined by arbitration in manner provided by the Lands Clauses Acts with respect to the settlement of cases of disputed compensation and the provisions of those Acts with reference to such arbitration shall apply accordingly Provided that the protected authorities shall make one joint claim under this section in the same way as if they together constituted one party for the purposes of such claim and any arbitration proceedings which may follow thereon :

- (B) The sum awarded as compensation shall be applied in the first place in meeting all expenses which the protected authorities or any of them may have incurred in connexion with the Bill for this Act and in carrying the same or any of the provisions thereof into effect and in the second place may be applied by the protected authorities respectively as regards the quota thereof to which each may respectively be entitled as follows As regards the county council of the county of Renfrew and the county council of the county of Lanark respectively in or towards any of the purposes for which the parish councils of the parishes of Renfrew and Govan respectively are authorised to expend their funds in terms of sections 24 and 29 of the Local Government (Scotland) Act 1894 or towards any scheme of public utility for the benefit of the inhabitants of those parishes which may be approved by the Secretary for Scotland and as regards the Renfrew Corporation towards any scheme of public utility for the benefit of the inhabitants of the burgh of Renfrew which may be approved by the Secretary for Scotland The said respective quotas shall be fixed and determined by the said protected authorities or failing agreement by an arbiter to be mutually appointed by the conveners of the counties of Renfrew and Lanark and the provost of the royal burgh of Renfrew whom failing by the sheriff of the county of Renfrew on the application of any of the protected authorities.

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Filling up  
Pudzeoch  
Burn and  
partial  
closing of  
Renfrew  
Harbour.

**9.**—(1) The Trustees may fill up the bed or channel of the Pudzeoch Burn from a point near the junction of Orchard Street and Ferry Road in the burgh of Renfrew to a point near the termination of the quay or wharf Work No. v by this Act authorised.

(2) The Trustees may close up and abandon so much of Renfrew Harbour as may consist of the portion of the Pudzeoch Burn so filled up and thereupon all rights of navigation or other rights over those portions of that burn and harbour shall cease and determine.

Power to  
make sub-  
sidiary  
works.

**10.** Subject to the provisions of this Act the Trustees may upon lands belonging to them make and maintain on in over under or in connexion with the works herein-before described or referred to or any of them all necessary and convenient railways tramways sidings rails junctions stations bridges crossings turntables roads accesses approaches gates retaining and other walls sheds buildings offices warehouses stores bins hoppers weighing machines slipways shipping places sluices jetties quays wharves wharf walls river walls sheet and other piling landing stages staiths cranes coaltips elevators pumps transporters hydraulic and other lifts hoists drops dolphins buoys moorings beacons lighthouses slips stairs sewers drains watercourses culverts lines pipes and other works machinery and conveniences or any of them and may also divert the waters of the River Clyde into the tidal dock graving dock and ferry recesses by this Act authorised.

Power to  
alter roads  
&c.

**11.** For the purposes and during the execution of the works by this Act authorised and in maintaining the same the Trustees may subject to the provisions of this Act temporarily use break up or cross over or under alter or stop up and interfere with any streets highways roads lanes paths quays bridges railways tramways sidings canals passages sewers drains streams watercourses gas pipes and water pipes and electric telegraphic or telephonic apparatus in any of the lands shown on the deposited plans and specified in the deposited books of reference and which they may find it expedient for any of those purposes so to interfere with providing when possible a proper substitute before interrupting the traffic on any such street highway road lane path quay bridge railway tramway siding or passage or the flow of water gas sewage electricity or telegraphic or telephonic communication in any such sewer drain stream-watercourse canal

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or pipe or apparatus and making full compensation to all persons injuriously affected by the exercise of the powers of this section Provided that nothing in this section shall extend to or authorise any interference with electric telegraphic or telephonic apparatus or other property of His Majesty's Postmaster-General Provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Act 1882 to which the provisions of section 15 of the said Act apply except in accordance with the provisions of that section.

**12.** Subject to the provisions of this Act the Trustees in constructing the works by this Act authorised may deviate laterally from the lines thereof delineated on the deposited plans to any extent not exceeding the limits of deviation defined on the said plans and may deviate vertically from the levels of the said works as defined on the deposited sections to any extent not exceeding twelve feet Provided that no deviation either lateral or vertical below high-water mark shall be made on works within tidal waters without the consent in writing of the Board of Trade.

Power to deviate.

**13.** Notwithstanding anything in this Act contained or shown on the deposited plans the Trustees shall not acquire or construct any works under the powers of this Act on the lands and others numbered 2 4 and 5 within the parish of Govan and county of Lanark on the deposited plans or any part of the same until after the eleventh day of August one thousand nine hundred and fourteen without the consent of the Caledonian Railway Company and the Glasgow and South Western Railway Company under their respective seals.

For protection of Caledonian and Glasgow and South Western Railway Companies.

**14.** The Trustees may from time to time deepen dredge scour cleanse widen alter and improve the River Clyde at and adjoining the said works and they may also use and appropriate any materials raised or removed in so doing Provided that no materials excavated or dredged under the provisions of this section shall be deposited in any place below high-water mark otherwise than in such position and under such restrictions as may be fixed by the Board of Trade.

Power to dredge and deepen river adjoining works.

**15.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Trustees

Power to take servitudes &amp;c. by agreement.

A.D. 1911. 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 Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and feu duties or ground annuals as far as the same are applicable in this behalf shall extend and apply to such servitudes rights and privileges as aforesaid respectively.

Lights on works during construction.

**16.** The Trustees shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve. If the Trustees fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Penalty for obstructing works.

**17.** Every person who wilfully obstructs any person acting under the authority of the Trustees in setting out the lines of the works by this Act authorised or who pulls up or removes any poles or stakes driven into the ground for the purpose of setting out the lines of the said works or defaces injures or destroys the same or any part thereof shall be guilty of an offence and shall for every such offence be liable to a penalty not exceeding five pounds which may be recovered by the Trustees under the Summary Jurisdiction (Scotland) Act 1908.

Period for compulsory purchase of lands.

**18.** The powers of the Trustees for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

New works Renfrew Harbour and Rothesay Dock to form part of harbour and of Trustees' undertaking.

**19.**—(1) The tidal dock graving dock and other harbour works by this Act authorised the Renfrew Harbour and the Rothesay Dock shall be held to be and shall be included within the harbour of Glasgow and the definition of the harbour of Glasgow contained in section 43 (Definition of Glasgow Harbour) of the Clyde Navigation Act 1904 is hereby amended and extended accordingly and the existing harbour byelaws rules and regulations of the Trustees are hereby extended and shall apply to the harbour of Glasgow as by this Act extended.

(2) Subject to the provisions of this Act the works by this Act authorised the Renfrew Harbour and the Rothesay Dock

shall for all purposes including the power to levy and recover rates dues tolls and rents and all other charges be and be deemed to be part of the undertaking of the Trustees and the whole powers rights and authorities of the Trustees shall apply to and may be exercised therein and with respect thereto as fully and freely in all respects as in any other part of their undertaking. A.D. 1911.

**20.** The tidal dock graving dock and other harbour works by this Act authorised and the works and conveniences connected therewith shall for all rating purposes of the Trustees be regarded and dealt with as if the same were situated within the first stage of the River Clyde as defined by section 99 of the Act of 1858. Rates for  
new docks  
and works.

**21.** Nothing in this Act contained shall alter diminish or affect the existing jurisdiction and authority of the provost magistrates and councillors of the burghs of Clydebank and Partick or the county councils of the counties of Dunbarton and Renfrew or of the standing joint committees of those counties in respect of the undertaking of the Trustees or any part thereof situate within those burghs or counties and nothing in this Act contained shall be construed to extend or apply section 154 (Harbour and river to be under the police appointed by this Act) section 155 (As to enforcement of byelaws made by Clyde Trustees) and section 156 (Offences against byelaws relating to navigations may be tried as police offences) of the Glasgow Police Act 1866 to any works or lands of the Trustees within the burghs of Clydebank or Partick or within the county of Renfrew (exclusive of the burgh of Renfrew) or to extend or apply the Glasgow Police Acts 1866 to 1909 to any part of the harbour of Glasgow situate within those burghs or within that county (exclusive of the burgh of Renfrew). Saving  
rights of  
town and  
county  
councils.

**22.—(1)** The agreement made between the Renfrew Corporation and the Trustees for the purchase of the Renfrew Ferry undertaking as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto and shall have effect and may be carried out as if it formed part of this Act and the Renfrew Corporation and the Trustees may respectively do all things necessary for carrying the said agreement into effect. Purchase  
of Renfrew  
Ferry under-  
taking Con-  
firming  
agreement  
tolls &c.

**(2)** On the completion by the Trustees of the purchase of the Renfrew Ferry undertaking the Trustees shall work and



A.D. 1911. maintain the same and may charge for the use of the ferry undertaking the tolls rates or dues set out in the schedule to the said agreement and all exemptions therefrom shall thereupon cease.

(3) Subject to the provisions of this section and of the said agreement all the powers of the Trustees under the Clyde Navigation Acts in relation to the ferries belonging to them shall extend and apply to the Renfrew Ferry undertaking.

(4) Nothing in this section contained shall be deemed to authorise any tolls or rates to be demanded or taken for any person when on duty in the service of the Crown or any Government department or any horse or vehicle when being used on that service.

As to watching-lighting and cleansing of harbour undertaking.

**23.** From and after the passing of this Act the Trustees may perform the watching lighting and cleansing of the undertaking of the Trustees in the burgh of Renfrew either by themselves or others or by agreement with the corporation the Renfrew Corporation or other authorities and so long as such watching lighting and cleansing or any one or more of those duties are performed by or at the cost of the Trustees the Renfrew Corporation shall allow to the Trustees an abatement to the extent of four seventh parts of the assessments for those respective purposes levied by the Renfrew Corporation on the undertaking of the Trustees in the burgh of Renfrew but the Trustees shall be entitled at any time on giving to the Renfrew Corporation twelve months' previous notice in writing to call upon them to perform any or all of those duties and upon the Renfrew Corporation performing the same the right of the Trustees to such abatement on the corresponding assessments shall cease.

### PART III.

#### FINANCIAL.

Power to apply corporate funds to purposes of Act.

**24.** The Trustees may apply to the purposes of this Act and of the Clyde Navigation Acts to which capital is properly applicable any moneys in the nature of capital which they now have in their hands or which they have power to raise by virtue of the Clyde Navigation Acts and which may not be required for the purposes to which they are by any such Acts made specially applicable.



**25.** The Trustees may borrow on the security of their undertaking and of the tolls and rates leviable by them under the authority of the Clyde Navigation Acts and this Act any sums of money not exceeding in the whole one million two hundred thousand pounds in addition to the sum of eight millions five hundred thousand pounds which they are by the Clyde Navigation Acts authorised to borrow and if after having borrowed the said sum of one million two hundred thousand pounds or any part thereof the Trustees shall pay off the same except by means of the sinking fund or the proceeds of the sale of any land or any grassum or premium taken on any lease or feu disposition they may again borrow the like sum on the same security.

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Power to borrow money.

**26.** The provisions contained in sections 47 to 70 of the Act of 1858 and sections 27 28 and 29 of the Clyde Navigation (Glasgow Harbour Tramways) Act 1864 respectively relating to the form of securities and section 42 of the Clyde Navigation Act 1904 shall extend and apply to the money by this Act authorised to be borrowed as if such money had formed part of the money by the Clyde Navigation Acts or any of them authorised to be borrowed.

Provisions of certain Clyde Navigation Acts applied to borrowing powers of this Act.

**27.** All money borrowed by the Trustees under the authority of this Act and all other money in the nature of capital received by the Trustees shall be applied only in defraying the cost of the lands to be acquired and the works to be constructed under the authority of this Act and to other purposes of the Clyde Navigation Acts and this Act to which capital is properly applicable and all tolls rates and charges levied by the Trustees under the authority of this Act and all other moneys in the nature of revenue received by the Trustees shall be applied in or towards carrying into execution the purposes of the Clyde Navigation Acts and of this Act and the undertakings thereby authorised to which revenue is properly applicable and to no other purpose whatsoever.

Application of money borrowed.

**28.** Sections 47 and 48 of the Clyde Navigation Act 1883 in reference to the sinking fund to be provided by the Trustees shall extend and apply to the money by this Act authorised to be borrowed as if such money had formed part of the money authorised to be borrowed by the Clyde Navigation Acts or any of them.

Extending to this Act certain provisions of Clyde Navigation Act 1883.

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## PART IV.

## MISCELLANEOUS.

Correction of errors &c. in deposited plans and books of reference.

**29.** If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited books of reference the Trustees after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to the sheriff of the county of Lanark or the sheriff of the county of Renfrew respectively according to the county in which such lands are situate for the correction thereof and if it appear to such sheriff that the omission misstatement or wrong description arose from mistake he shall certify the same accordingly and he shall in his certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the principal sheriff clerks of the counties of Lanark or Renfrew and a duplicate thereof shall also be deposited with the town clerk of the burgh of Renfrew and with the clerks to the parish councils of the parishes of Govan and Renfrew as the case may be in which the lands affected thereby are situate and such certificate and duplicate respectively shall be kept by such sheriff clerks town clerk and clerks to the parish councils respectively with the other documents to which the same relate and thereupon the deposited plans and books of reference shall be deemed to be corrected according to such certificate and the Trustees may enter upon take and use the lands and execute the works in accordance with such certificate.

Saving rights of Crown.

**30.** Nothing in this Act shall affect prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Trustees to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land or hereditaments subjects or rights of whatever description belonging to His 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 the said Commissioners and Board are hereby respectively authorised to give.

**31.** The Trustees shall not under the powers of this Act 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 such approval being signified as last aforesaid and where any such work may have been constructed the Trustees shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consent or approval. If any such work be commenced or completed contrary to the provisions of this Act 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 Trustees and the amount of such costs and charges shall be a debt due from the Trustees to the Crown and shall be recoverable as a Crown debt or summarily.

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

**32.** If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Trustees on in over through or across tidal lands or tidal waters or of the intended site of any such work the Trustees shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Trustees to the Crown and be recoverable as a Crown debt or summarily.

Survey of works by Board of Trade.

**33.** If a work constructed by the Trustees under the powers of this Act on in over through or across tidal lands or tidal waters is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Trustees and the amount of such expense shall be a debt due from the Trustees to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

**34.** Nothing contained in this Act shall exempt the Trustees from the provisions of the Merchant Shipping Acts or of any general Act relating to harbours or to dues on shipping or on goods carried in ships now in force or which may be passed

Provision as to Merchant Shipping Acts &c.

A.D. 1911. during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the rates and tolls authorised by the Clyde Navigation Acts or this Act.

Costs 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 Trustees out of the revenues of their undertaking.

The SCHEDULE.

A.D. 1911.

(Referred to in the section of this Act of which the marginal note is "Purchase of Renfrew Ferry undertaking Confirming agreement tolls &c.")

MINUTE OF AGREEMENT between THE PROVOST MAGISTRATES AND COUNCILLORS of the BURGH of RENFREW (herein-after called "the Town Council") of the first part and THE TRUSTEES OF THE CLYDE NAVIGATION incorporated under the Clyde Navigation Acts (herein-after called "the Trustees") of the second part.

WHEREAS the Trustees are promoting in the present session of Parliament a Bill (herein-after called "the Bill") entitled "A Bill to authorise the Trustees of the Clyde Navigation to construct a tidal dock graving dock and other works on the River Clyde at Renfrew to borrow additional money and for other purposes":

And whereas the Trustees by the Bill seek authority to make and maintain the several works therein described and to obtain certain powers embracing inter alia—

- (1) Power to purchase the ferry of Renfrew with the quays slips landing places ferry houses and offices thereat and the ferry boats or vessels and other plant and appliances belonging thereto together with all ferry and other rights and powers vested in the Town Council in connexion therewith including the right to levy tolls rates and dues all of which are therein referred to as "the Renfrew Ferry undertaking";
- (2) Power to fill up the bed or channel of the Pudzeoch Burn from a point near the junction of Orchard Street and Ferry Road in the burgh of Renfrew to a point near the termination of the quay or wharf Work No. v by the Bill proposed to be authorised; and
- (3) Power to close up and abandon so much of Renfrew Harbour as may consist of the portion of the Pudzeoch Burn so filled up:

And whereas the Town Council presented a petition against the Bill praying that the authority to make and maintain the works and the powers sought for should not be granted except on terms agreed to by the Town Council:

And whereas the parties have come to an amicable agreement for the settlement of the questions between them whereby the Town Council have agreed to sell dispoise and feu to the Trustees the

A.D. 1911. Renfrew Ferry undertaking and the Trustees have agreed to purchase the same and to pay the feu duty and fulfil the conditions herein-after specified and to execute the several works herein-after set forth :

Now therefore this agreement witnesseth that the parties have agreed and hereby agree as follows:—

First The Town Council in consideration of the feu duty and other prestations herein-after specified hereby agree to sell dispone and feu to the Trustees (1) All and whole the Town Council's whole ferry rights and privileges and immunities connected therewith in the River Clyde which rights are described in the Town Council's title as follows viz.: "The privilege of a ferry boat upon both sides of the " Water of Clyde and standing place for the said boat upon both " sides of the said water between the foord called the Morlion Foord " and the mouth of the water of the Gryfe with free passage to and " from the said boat upon both sides of the said water as said is " with the haill rents and duties of the same use and wont and no " other to have the same liberty nor use the like with any other " boat without the special liberty of the said provost and bailies of " the foresaid burgh" and (2) All and whole the Town Council's ferry known as Renfrew Ferry on the River Clyde between the town of Renfrew on the south and Yoker in the parish of Renfrew on the north side of the said river established and conducted in virtue of the powers and privileges conferred on the Town Council under their titles and/or by prescriptive right and possession according to use and wont or otherwise in any manner of way together with the ferry piers or slips and approaches thereto and the ferry houses waiting room turnstile houses and store on the north side of the River Clyde and the ground occupied by the said piers or slips and approaches and also by the ferry houses waiting room and turnstile houses on the north side of the River Clyde together with the steam ferry boat now plying at the said ferry and the old ferry boat lying on the slipway and all rowing boats chains oars anchors spare chains gear and other equipment of the ferry so far as belonging to the Town Council and all the Town Council's rights to charge and levy rates tolls or dues in respect of the said ferry and together also with full right of access and egress to and from the ferry piers over the two main roads approaching the same on the north and south side of the river respectively so far as the Town Council can confer such rights and also together with the whole rights services and privileges in connexion with the said ferry and all other rights of the Town Council appertaining thereto use and wont.

Second In consideration of the foresaid sale disposition and grant of feu to the Trustees the Trustees agree (1) to pay to the Town Council an annual feu duty of 1660*l.* from and after the term of Whitsunday 1911 which shall be the date of the Trustees' entry to



the several subjects agreed to be sold and feued by the immediately preceding article which feu duty shall be payable at two terms in the year Whitsunday and Martinmas by equal portions beginning the first term's payment at the term of Martinmas 1911 for the half year preceding and the next term's payment at Whitsunday following with interest at five per cent. per annum on the said termly payments of feu duty from the time the same become due until paid (2) to provide and maintain in all time coming after the said date of entry a ferry service for passengers vehicular cattle and goods traffic at the said Renfrew Ferry equal to that now provided by the Town Council and to relieve the Town Council of all obligations incumbent on the Town Council with reference to the maintenance of the ferry service and the said Renfrew Ferry and the rates or dues chargeable at the said Renfrew Ferry shall in no case be higher than those at present chargeable as set forth in the schedule annexed and signed as relative hereto and (3) during the execution of the works upon the piers or slips and approaches thereto of the said ferry or in the river channel at or adjoining thereto the Trustees shall afford such good and sufficient temporary accommodation at the said ferry or piers and slips and approaches thereto as may admit of the ferry service being adequately carried on.

Third The Town Council and Trustees shall enter into a feu contract by which the Town Council shall convey to the Trustees the Renfrew Ferry undertaking as specified in Article First hereof under burden of the foresaid feu duty of 1660*l.* per annum and subject to the several conditions and obligations herein-before and after specified said feu contract shall contain all the usual clauses of a feu contract in Scotland including a clause of reversion to the Town Council of the ferry undertaking in the event of the failure of the Trustees to pay the foresaid feu duty.

Fourth The Trustees shall subject to such improvements and modifications as they may find to be expedient make and maintain the Works Nos. iii iv and v described in the Bill as follows:—

- (iii) A cross ferry recess or opening on the north side of the River Clyde commencing at a point 18 yards or thereby south-eastward from the south-east corner of the existing north slip for the Renfrew Ferry and terminating at a point 35 yards or thereby north-eastward from the said south-east corner of the said slip :
- (iv) A cross ferry recess or opening on the south side of the River Clyde commencing at a point 33 yards or thereby southward from the north-easterly corner of the existing quay wall of Renfrew Harbour and terminating at a point 63 yards or thereby south-westward from the said north-easterly corner of the said quay wall :

A.D. 1911.

- (v) A quay or wharf commencing at a point 48 yards or thereby southward from the north-easterly corner of the existing quay wall of Renfrew Harbour and terminating at a point 38 yards or thereby north-eastward from the southern end of the existing wooden wharf of the said harbour.

Works Nos. iii iv and v shall be completed not later than the completion or opening for traffic of the graving dock being Work No. ii described in the Bill.

Fifth Expenditure by the Trustees in the construction of the tidal dock and the graving dock at Renfrew being Works Nos. i and ii described in and proposed to be authorised by the Bill shall be accepted by the Town Council as implementing the obligation undertaken by the Trustees in the agreements scheduled to the Clyde Navigation Act 1905 to spend upon dock and/or harbour works on the portion of the Elderslie estate to be acquired by them the sum mentioned in those agreements.

Sixth. The Trustees shall fill up that part of the bed or channel of the Pudzeoch Burn which extends from a point near the junction of Orchard Street and Ferry Road to a point opposite the northern building line of Meadowsie Street. The Trustees shall thereafter free of payment give to the Town Council for the purpose of the Town Council widening the ferry road a strip of ground part of the Pudzeoch Burn and Renfrew Harbour to be filled up as aforesaid sufficient to widen that road to 70 feet they shall also grant to the Town Council a right of servitude of passage across the southern portion of the bed or channel of the Pudzeoch Burn so filled up for access and egress to the adjoining lands on the east.

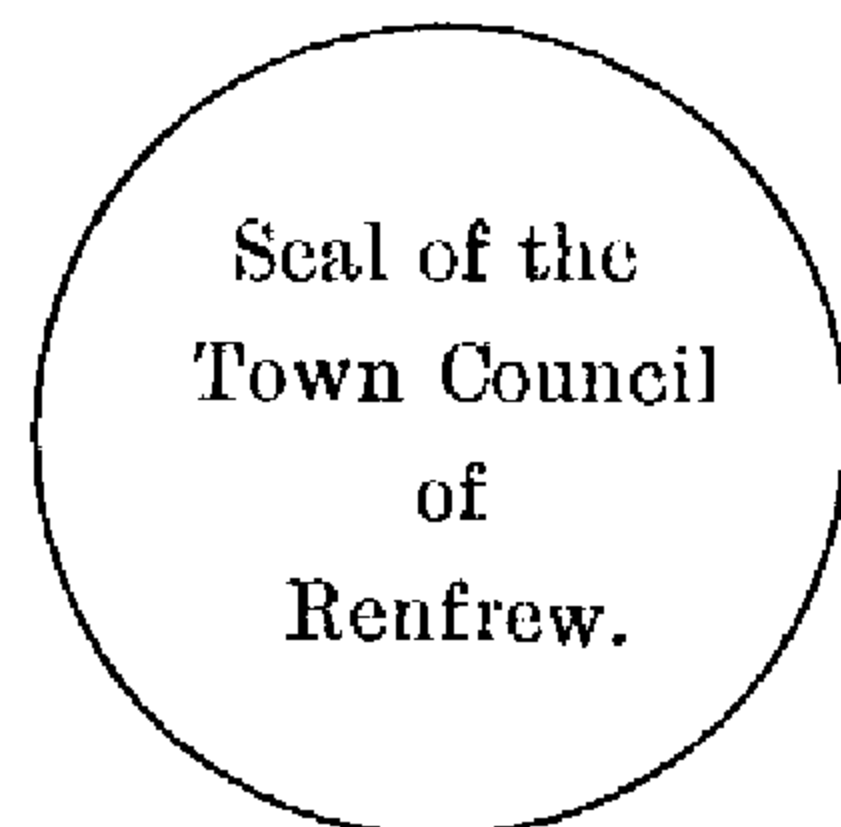
Seventh. The whole expenses of this agreement and the expense of the feu contract and other deeds to follow hereon including stamp duties shall be borne by the Trustees.

Eighth. In the event of any difference arising between the parties hereto in regard to this agreement or the implement thereof such difference shall be determined by an arbiter to be mutually appointed by the parties or failing agreement to be appointed on the application by either party by His Majesty's Secretary of State for Scotland and the decision of the said arbiter shall be final and binding on the parties.

Lastly Both parties shall use their best endeavours to obtain Parliamentary confirmation to this agreement. This agreement is made subject to such alteration as Parliament may see fit to make thereon but should any alteration be so made which in the opinion of the said Secretary for Scotland whom failing of the Lord Advocate is material hereto it shall be competent to either of the parties to withdraw or resile therefrom.

A.D. 1911.

In witness whereof these presents consisting of this and the four preceding pages are together with the schedule annexed executed in duplicate by the parties as follows viz. They are subscribed on behalf of the Town Council by Robert Anderson Provost and Andrew Robertson Harper Town Clerk and sealed with the common seal of the Town Council and they are subscribed on behalf of the Trustees by Sir Thomas Mason and William Robertson two of their number and by Thomas Riach Mackenzie General Manager and Secretary to the Trustees and sealed with the common seal of the Trustees all at London on the 26th day of April 1911 before these witnesses James Mackenzie Writer Glasgow and Archibald Hamilton Assistant Engineer to the Trustees.



ROBERT ANDERSON  
Provost.  
ANDREW R. HARPER  
Town Clerk.

JAMES MACKENZIE  
Witness.

A. HAMILTON  
Witness.



THOMAS MASON  
Trustee.  
WM. ROBERTSON  
Trustee.  
T. R. MACKENZIE  
General Manager & Secy.

**SCHEDULE OF DUES REFERRED TO IN THE FOREGOING  
MINUTE OF AGREEMENT.**

	Fare each way.	
	s.	d.
Each four-wheeled carriage drawn by four horses - - -	1	0
Each four-wheeled carriage drawn by two horses - - -	0	6
Each four-wheeled carriage drawn by one horse - - -	0	3
Each two-wheeled carriage drawn by two horses - - -	0	9
Each two-wheeled carriage drawn by one horse - - -	0	3
Each four-wheeled brake drawn by four horses (exclusive of passengers) - - - - -	1	0
Each four-wheeled brake drawn by two horses (exclusive of passengers) - - - - -	0	9
Each four-wheeled wagon or lorry drawn by four horses -	1	0
Each four-wheeled wagon or lorry drawn by two horses -	0	6

A.D. 1911.

	Fare each way.	
	s.	d.
Each four-wheeled wagon or lorry drawn by one horse -	0	4
Each two-wheeled wagon or cart drawn by two horses -	0	6
Each two-wheeled wagon or cart drawn by one horse -	0	3
Motor car - - - - -	0	6
Each horse shod or unshod with man - - - - -	0	2
Cattle each - - - - -	0	1½
Cattle when one score or upwards per score - - - - -	2	0
Sheep when one score or upwards per score - - - - -	1	0
Sheep swine and goats each - - - - -	0	1
Hurley barrow and man - - - - -	0	2
Wheelbarrow and man - - - - -	0	1
Bicycle and velocipede and one person - - - - -	0	1
Motor bicycle and one person - - - - -	0	1
Perambulator and one person - - - - -	0	0½
Foot passengers and passengers in brakes each - - - - -	0	0½

The above rates to be doubled between 12 o'clock midnight  
and 5 o'clock a.m.

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ROWLAND BAILEY, Esq., C.B., M.V.O., the King's Printer of Acts of Parliament.

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