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# VICTORIÆ REGINÆ.

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## *Cap. ccxix.*

An Act to authorize the *North British Railway Company* to make certain Railways in connexion with their System in the Counties of *Lanark*, *Linlithgow*, and *Stirling*, and a Deviation in the *Forth and Clyde Canal*; and for other Purposes.  
[16th July 1866.]

WHEREAS the following Railways and Deviation of the *Forth and Clyde Canal* would be of public Advantage; that is to say, a Railway in the Parish of *Old Monkland* in the County of *Lanark* (in this Act called "Railway No. 1.") from the authorized Railway from *Glasgow* to *Coatbridge* to the *Monkland Railways*; a Railway in the said Parish of *Old Monkland* (in this Act called "Railway No. 2.") from the *Monkland Railways* to Railway No. 1.; a Railway in the same Parish (in this Act called "Railway No. 3.") from Railway No. 1. to the *Monkland Railways*; a Railway (in this Act called "Railway No. 5.") from the authorized Extension of the said *Dykehead Branch* in the said Parish of *New Monkland* to the *Monkland Railways* in the Parish of *Slamannan* in the County of *Stirling*; a Railway (in this Act called "Railway No. 6.") from the *Shotts Branch* of the *Monkland Railways* in the

[*Local.*]

33 O

Parish



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Parish of *Shotts* in the County of *Lanark* to the *Wilsontown, Morningside, and Coltness* Railway in the Parish of *Whitburn* in the County of *Linlithgow*; a Railway in the said Parish of *Shotts* (in this Act called "Railway No. 7.") from Railway No. 6. to the said *Shotts* Branch; and a Deviation of the *Forth and Clyde* Canal in the Parish of *Maryhill* in the County of *Lanark*; and the *North British Railway* Company (in this Act called "the Company") are willing, if authorized by Parliament, to make such Railways and Deviation: And whereas Plans and Sections of the proposed Railways and Deviations showing the Lines and Levels thereof respectively, and the Lands required for the Purposes of the Undertaking, together with a Book of Reference to such Plans, have been deposited with the Principal Sheriff Clerks of the Counties of *Lanark, Linlithgow, and Stirling* respectively: And whereas the Construction of Railways No. 1, No. 2, No. 3, and No. 5, and the said intended Deviation of the *Forth and Clyde* Canal, would render unnecessary certain Parts of the existing or authorized Lines of the *Monkland* Railways belonging to the Company in the said Parish of *Old Monkland*, and of the said authorized Extension of the *Dykehead* Branch of the *Monkland* Railway in the said Parish of *New Monkland*, and of the said *Forth and Clyde* Canal in the Parish of *Maryhill* in the County of *Lanark*, and it is expedient that such Parts should be discontinued as a Railway or Canal, or the Construction thereof relinquished, and that the Company should be authorized to appropriate the Site of the Railways to be so disused to the Purposes of their Undertaking, or otherwise to sell the same, and that the said intended Deviation of the *Forth and Clyde* Canal should be vested in the Company of Proprietors of the *Forth and Clyde* Navigation as Part of their Undertaking: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

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

8 & 9 Vict.  
cc. 17., 19.,  
& 33.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
cc. 92. & 118.  
incorporated.

2. "*The Lands Clauses Consolidation (Scotland) Act, 1845,*" "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" "*The Railways Clauses Consolidation (Scotland) Act, 1845,*" Part I. of "*The Railways Clauses Act, 1863,*" relating to Construction of a Railway, 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, the  
Forfeiture



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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, 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, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction :

Interpretation of Terms.

The Expression "the Special Act" shall mean this Act :

The Expression "the Company" shall mean the *North British Railway Company*.

4. Subject to the Provisions of this Act, and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railways and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Railways and Works herein-before referred to are,—

Power to make Railways.

1. Railway No. 1, Six Furlongs and 6·10 Chains in Length, commencing by a Junction with the Railway from *Glasgow* to *Coatbridge* authorized by "The *Edinburgh and Glasgow Railway (Coatbridge Branch) Act, 1865*," and terminating by a Junction with the *Monkland* Railways near the Bridge called the *Red Bridge* :

2. Railway No. 2, 7·40 Chains in Length, commencing by a Junction with the *Monkland* Railways near the *Sunnyside* Station, and terminating by a Junction with Railway No. 1. :

3. Railway No. 3, One Furlong and 4·20 Chains in Length, commencing by a Junction with Railway No. 1. near the said *Sunnyside* Station, and terminating by a Junction with the *Monkland* Railways near the *Hornock Cottages* in the Village of *Gartsherrie* :

5. Railway No. 5, One Mile Five Furlongs and Thirty-three Yards in Length, commencing by a Junction with the Extension of the said *Dykehead* Branch authorized by "The *Monkland Railways (Branches) Act, 1865*," in the said Parish of

*New*



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*New Monkland*, and terminating by a Junction with the *Monkland* Railways in the Parish of *Slamannan* in the County of *Stirling* :

6. Railway No. 6, Three Miles and Six Furlongs in Length, commencing by a Junction with the *Shotts* Branch of the *Monkland* Railways in the Parish of *Shotts* in the County of *Lanark*, and terminating by a Junction with the *Wilsonstown, Morning-side, and Coltness* Railway in the Parish of *Whitburn* in the County of *Linlithgow* :
7. Railway No. 7, Three Furlongs and Ten Yards in Length, commencing by a Junction with Railway No. 6, and terminating by a Junction with the said *Shotts* Branch :
8. A Canal or Cut in the Parish of *Maryhill* in the County of *Lanark* (being a Deviation of the *Forth and Clyde* Canal) commencing and terminating near the *Stocking Field* Aqueduct.

Railways to form Part of Company's Undertaking.

5. The Railways by this Act authorized shall form Part of the Undertaking of the Company.

Power to raise Capital by Shares or Stock.

6. The Company, with the Consent of Three Fourths of the Votes of the Shareholders present in person or by proxy at any General Meeting or General Meetings convened with special Notice of the Purpose, may raise, by the Creation of new Ordinary or Preference Shares or Stock, such additional Capital, beyond the Amount which they may be authorized to raise by other Acts of Parliament, as they think fit, not exceeding in the whole Seventy-two thousand Pounds.

Shares or Stock to form Part of Company's general Capital.

7. All Shares or Stock to be created by the Company under the Authority of this Act shall, subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated with this Act, form Part of the general Capital of the Company.

Shares not to issue until One Fifth paid up.

8. It shall not be lawful for the Company to issue any Share or Stock to be created under the Powers of this Act, nor shall any such Share or Stock 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 or Stock shall have been paid up in respect thereof.

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

9. 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 be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, the Company, if they think fit, may 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 the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of Shares or Stock.

10. The

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- 10.** The Company, in addition to any Sums which they are authorized to borrow under other Acts of Parliament, may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Twenty-four thousand Pounds, but no Part thereof shall be borrowed until the whole of the said Capital of Seventy-two thousand Pounds is 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 the said Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each separate Share or Sum of Stock has been paid on account thereof before or at the Time of Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their 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. Power to borrow on Mortgage.
- 11.** All Mortgages granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing of this Act, shall during the Continuance of such Mortgages, and as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages to be granted by virtue of this Act. Priority of existing Mortgages.
- 12.** The Company may create and issue Debenture Stock. Debenture Stock.
- 13.** All Monies raised under this Act, whether by Shares or Stock or borrowing, shall be applied for the Purposes of this Act only. Application of Money raised under Act.
- 14.** The Company may apply for the Purposes of this Act any Monies which they may have in their Hands, or which they may 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. Power to apply existing Funds.
- 15.** The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," in connexion with the Railways by this Act authorized, shall not exceed Five Acres. Lands for Stations and extraordinary Purposes.
- 16.** 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. Powers for compulsory Purchases limited.



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Period for Completion of Works.

17. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Railways not completed, &c. within a limited Period Company to be liable to a Penalty.

18. If the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day thereafter until the Railways shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Power to stop up certain private Railways.

19. In the Construction of the Railways by this Act authorized the Company may stop up the following Railways:

No. on deposited Plan.	Parish.	Description of Railway.
RAILWAY No. 1.		
29	Old Monkland - - -	Private Railway.
RAILWAY No. 6.		
32	Whitburn - - -	Ditto.
35	Ditto - - -	Ditto.
70	Ditto - - -	Ditto.
76	Ditto - - -	Ditto.
80	Ditto - - -	Ditto.
92	Ditto - - -	Ditto.

Company not to injure Works or interrupt Traffic of Caledonian Railway Company.

20. Whereas Railway No. 1. is intended to cross under the *Caledonian* Railway Company's Main Line of Railway from *Carlisle* to *Glasgow* and the North of *Scotland* near to their *Coatbridge* Station: Railway No. 1. shall be constructed at the said Crossing with not more than Four Lines of Rails, and Railway No. 1. and the Bridge hereinafter mentioned over the same shall be made and for ever maintained and used, and all Operations connected therewith shall be conducted, in such Manner as not to injure or endanger the Stability of the *Caledonian* Railway Company's said Railway or Station; or any of the Works connected therewith, nor to cause any Interruption, Impediment, or Inconvenience to the Traffic of that Company; and if in the Execution, Maintenance, or Use of Railway No. 1. any Injury be caused



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caused to the *Caledonian* Railway Company's said Railway or Station or Works, or any Interruption, Impediment, or Inconvenience be occasioned to their Traffic, the Company shall pay all Damages arising from or consequent on such Injury, Interruption, Impediment, or Inconvenience.

**21.** For the Purpose of effecting the said Crossing under the *Caledonian* Railway Company's Railway and relative Works near to their *Coatbridge* Station as aforesaid the Company shall construct a Bridge for carrying the last-mentioned Railway and Works over Railway No. 1, which Bridge shall extend across the whole Breadth of the *Caledonian* Railway Company's Property, and shall be constructed so that there shall be not less than Nine Inches in Depth of Ballast under the Sleepers of the *Caledonian* Railway Company's Permanent Way; and the said Bridge and all Works connected therewith shall be constructed and completed under the Superintendence and to the Satisfaction in all respects of the Engineer for the Time being of the *Caledonian* Railway Company, and shall be of such Design and Materials, and in accordance with such Plan and Specification, as shall be approved of by such Engineer previously to the Commencement of the Execution by the Company of any Works affecting the Property of the *Caledonian* Railway Company, and shall be for ever maintained by the Company under the Superintendence and to the Satisfaction of such Engineer: Provided that if any Difference shall arise between such Engineer and the Engineer of the Company in reference to any of the Matters aforesaid, such Difference shall be determined by an Engineer to be agreed upon between them, or, failing Agreement, to be appointed by the Board of Trade.

Regulating  
Construction  
of Bridge for  
carrying  
*Caledonian*  
Railway  
over Rail-  
way No. 1.

**22.** Nothing contained in this Act shall authorize the Company to enter upon or interfere with any of the Lands or Works of the *Caledonian* Railway Company further or otherwise than is necessary for making, maintaining, and using Railway No. 1. under the same in manner herein-before provided; and nothing contained in this Act shall authorize the Company, without the previous Consent in Writing of the *Caledonian* Railway Company under their Common Seal, to alter the Line or Levels of that Company's Railway, or to take or acquire any of their Lands, or any Right therein, other than an Easement or Right of making, maintaining, and using Railway No. 1. under the same in manner aforesaid.

Restricting  
Interference  
with Pro-  
perty of  
*Caledonian*  
Railway  
Company.

**23.** The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within

Notice to be  
given of  
taking  
Houses of  
Labouring  
Classes.



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within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Tolls.

24. The Company may demand and take in respect of the Railways by this Act authorized such Tolls and Charges as they think fit, not exceeding the Rates of Tolls and Charges authorized to be taken on the *Border Union* Line of the *North British* Railway under "The *Border Union (North British)* Railways Act, 1859," as modified by the Second and Third Sections of the Schedule (B.) to "The *North British and Edinburgh and Glasgow* Railway Companies Amalgamation Act, 1865;" and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on the Railways by this Act authorized, and partly on any other Railways of the Company, the Railways by this Act authorized and such other Railways shall be deemed One Railway.

Power to disuse certain Parts of the *Monkland* and *Monkland and Kirkintilloch* Railways.

25. The Company may discontinue to work and use as a Railway the following Portions of the *Monkland* Railways as and when the same respectively shall be rendered unnecessary by the Completion and opening for Traffic of Railways No. 1, No. 2, and No. 3, or some or one of them; (that is to say,)

So much of the improved or additional Lines of the *Monkland* Railways authorized by the Act 6 and 7 *Victoria*, Chapter Seventy-nine, as lies between the Point of Junction therewith of Railway No. 1. and the Point of Junction therewith of Railway No. 3.:

So much of the said improved or additional Lines of the *Monkland* Railways as lies between the Point of Junction therewith of Railway No. 2. and the Point of Junction therewith of Railway No. 3.:

Those Parts of the Line of the *Monkland* Railways authorized by the Act 5th of *George* the Fourth, Chapter Forty-nine, which lie to the Westward or Southward of the said improved Lines or additional Lines of Railway, and will be rendered unnecessary by the Construction of Railways No. 1, No. 2, and No. 3, or any of them.

As to Site of disused Portions of Railway.

26. When the Company have ceased to work or use as a Railway any of the said Portions of Railway they may appropriate to the Purposes of their Undertaking so much of the Site thereof as they may require for any such Purposes, and the remaining Parts thereof shall be sold as the Company think fit, and the Purchase Monies applied to the Purposes of the Company's Undertaking, and the Provisions



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Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to Lands acquired by the Promoters of the Undertaking under the Provisions of that or the Special Act, but which shall not be required for the Purposes thereof, shall be applicable thereto, and the prescribed Period for the Sale of such Lands by the Company shall be Ten Years after the Portion of Railway shall have been disused.

**27.** In any Case in which any Road shall have been carried across the Portions of Railway by this Act authorized to be abandoned by means of a Bridge over or an Arch under the same, which Bridge or Arch the Company would, in case the said Portions of Railway had not been abandoned, have been liable to repair, then and in every such Case either the Bridge or Arch shall, with the Permission of the Board of Trade, be removed and the Road restored by the Company to a State as convenient as may be to the Satisfaction (in case of Difference between the Company and the Owner or Person having the Management of such Road) of some Engineer to be appointed by the Board of Trade, or the Company shall pay to the Owner of such Road (if it be a private Road), or to the Trustees, Surveyors, or other Persons having the Management of such Road (if it be a Turnpike or Parish Road), a Sum of Money, to be determined in case of Difference by Arbitration in the Manner provided by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," for the Settlement of Disputes by Arbitration, in lieu and discharge of their Liability to keep such Bridge or Arch, and the Roadway over or through the same, in repair.

Provision as to Roads crossed by abandoned Railway.

**28.** Any and every Sum paid as aforesaid in respect of any Turnpike or Parish Road to any such Trustees, Surveyors, or other Persons as aforesaid shall be by them forthwith invested in Consolidated Bank Annuities or other Government Securities, and the Dividends and Income thereof shall be applied in the Maintenance of the Bridge or Arch in respect whereof the same was paid in such Manner as such Trustees, Surveyors, or other Persons shall think fit.

Application of Compensation.

**29.** The Company shall abandon the Construction of so much of the Railway in Extension of the *Dykehead* Branch of the *Monkland* Railway authorized by "The *Monkland* Railways (Branches) Act, 1865," as lies to the Eastward of the Point of Junction therewith of Railway No. 5.

Company may abandon Portion of authorized Line.

**30.** The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Work shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation in accordance with the Provisions in that Behalf of

Compensation for Damage to Land by Entry, &c.



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for Purposes  
of Railways  
abandoned.

“The Lands Clauses Consolidation (*Scotland*) Act, 1845,” for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of “The Railways Clauses Consolidation (*Scotland*) Act, 1845,” for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or “The *Monkland* Railways (Branches) Act, 1865.”

Compensa-  
tion to be  
made in  
respect of  
Portions of  
Railways  
abandoned.

**31.** Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to, any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required, for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by “The Lands Clauses Consolidation (*Scotland*) Act, 1845,” for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Repealing  
certain Pro-  
visions of  
27 & 28 Vict.  
c. cclxxix.  
relating to  
the tem-  
porary  
Diversion of  
the Forth  
and Clyde  
Canal.

**32.** Whereas by “The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864,” the *Edinburgh and Glasgow* Railway Company, now amalgamated with the Company, were authorized to form a Railway from the *Glasgow, Dumbarton, and Helensburgh* Railway to *Stobcross*: And whereas the Line of the said Railway was authorized 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 in order to admit of the Formation of said Railway it was provided by said Act that a temporary Diversion of the said Canal should be formed in manner therein mentioned: And whereas the Execution of the new Canal or Cut, and relative Towing-paths and other Works in connexion therewith, by this Act authorized, will form a permanent Diversion of the said Canal, and the Execution of the said new Canal or Cut will render the said temporary Diversion unnecessary, and it is expedient to repeal the Provisions in the said Act regulating the same, and to make other Provisions for the Mode in which the new Canal or Cut

authorized



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authorized by this Act shall be executed: Therefore be it enacted as follows:

Sections 31 to 35 inclusive of "The *Edinburgh and Glasgow* Railway Extensions Act, 1864," are hereby repealed.

**33.** The Company shall at their own Expense execute the new Canal or Cut, and relative Towing-paths and other Works, according to Plans and Sections to be approved of by *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 the same shall be formed at the Sight and to the Satisfaction of the said *John Frederick Bateman* or the said *James Leslie*, and failing both of them of an Engineer to be appointed as aforesaid, but subject to these Conditions: that it shall not be lawful for the Company to leave a less clear Width of Waterway and of Towing-path in the new Canal or Cut than in the existing Canal at the Points of Diversion, nor to leave therein less than a clear Depth of Ten Feet below the Water Level of the same, and not less than a clear Depth of Eleven Feet Six Inches in that Portion of the new Canal or Cut which shall pass over the Aqueduct to be constructed by the Company over their intended Railway; and if on being filled with Water the new Canal or Cut 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 vest in the Canal Company, and become an integral Portion of their Undertaking, and be subject as such to the Provisions of the Acts relating to the *Forth and Clyde* Navigation with respect to Tolls and otherwise; and upon the new Canal or Cut being so opened the Company may remove such Portion of the said existing Canal as they may require in order to construct the said Railway and Works, and may thereafter construct the same accordingly: Provided always, that the Company shall, if they think proper, be at liberty to support the Aqueduct for carrying the said 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; and the Company shall pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works.

Prescribing Mode of constructing the new Canal or Cut, and vesting same in Canal Company.

**34.** The aforesaid Operations shall be carried on and competed 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 Damage may occur; and the new Canal or Cut being opened for Traffic as aforesaid, the said Aqueduct, and the whole

Company to be liable for Damage occasioned by their Operations, and to maintain Works.



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whole Embankments and other Works therewith connected formed by the Company for a Distance of Thirty Yards on each Side of the said Aqueduct, shall be maintained by them in all Time coming in a State of perfect Repair, and free from Leakage.

If Navigation impeded  
Company to pay Canal  
Company for Damage, &c.

**35.** If the new Canal or Cut, 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, 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.

Company to make good  
Leakage, or repair Canal,  
&c., in case of Default of  
Company,  
&c.

**36.** If there shall be any Leakage in the said Aqueduct or in the said other Works within the said Space of Thirty Yards on each Side of the said Aqueduct to be maintained by the Company, or if the same 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 an Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the new Canal or Cut and Works connected therewith within the said Space, 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 herein-before 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 Expenses, and of such actual or liquidated Damages, the same  
may



*The North British Railway (Coatbridge Branches) Act, 1866.*

may be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

37. The Company shall not be entitled absolutely to purchase or acquire any Land belonging to the Canal Company over which the said intended Railway shall pass on or over which any Part of the Canal Company's Works shall be or remain, but all such Land shall remain the Property of the Canal Company, subject only to a Right or Servitude in favour of the Company to pass through or over the same and under the said Canal, and to use the Ground occupied by the said intended Railway for all Purposes connected with their Undertaking; and in the event of the new Canal or Cut or any of the Works connected therewith being constructed upon or occupying Ground not belonging to the Canal Company, the Company shall duly convey to or vest in the Canal Company the Ground so occupied before the Removal of any Portion of the Canal Company's present Works, and the Canal Company shall convey to the Company such Portion of the Canal Company's Ground on or over which their Works shall not extend as shall be occupied by the Works of the Company.

Company no to acquire Canal Company's Lands, but Rights therein, except as therein stated.

38. Nothing in the "*Edinburgh and Glasgow Railway (Extensions) Act, 1864*," or 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 Lands, Canals, or other Works of the Canal Company, or to alter the Line of the said Canals or Towing-paths, or any of them, except as herein provided, without their previous Consent in Writing, or to alter the Level or reduce the Breadth of any Portion of the said Canals and 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 Canals or Towing-paths of the Canal Company, 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: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of the said "*Edinburgh and Glasgow Railway (Extensions) Act, 1864*," and this Act, for constructing and from Time to Time repairing and maintaining the said Railways where they shall pass under or over the said Canal, and through the Property of the Canal Company.

Saving Rights of Canal Company.

39. The Works necessary for carrying Railway No. 1. across the *Hornock* Branch of the *Monkland* Canal belonging to the Canal Company shall be constructed and maintained subject to and in accordance

As to Construction of Railway No. 1. over

[Local.]

33 R

with



*The North British Railway (Coalbridge Branches) Act, 1866.*

Hornock  
Branch of  
Monkland  
Canal.

with the following Conditions and Provisions, and unless with the previous Consent in Writing of the Canal Company under their Common Seal, not otherwise; (that is to say,)

1st. The said Railway shall be carried across the said *Hornock* Branch at or near *Garthherrie*, and the Towing-path thereof, by Openings of the clear Width of not less than Fifty Feet on the Square of the Canal, and of the Height of not less than Ten Feet throughout the entire Width of these Openings:

2nd. The Works shall be executed and maintained under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the Canal Company:

3rd. Any Difference which may arise between the Company and the Canal Company as to the Mode of giving Effect to the Two foregoing Provisions of this Enactment, or otherwise in relation thereto, shall be settled and determined by Arbitration in the Manner prescribed by "The Railway Companies Arbitration Act, 1859."

Interest not  
to be paid on  
Calls paid  
up.

40. The Company shall not, out of any Money by this or any other Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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 Bills  
not to be  
paid out of  
Capital.

41. The Company shall not, out of any Money by this or any other Act authorized to be raised, pay or deposit any Sum which, by 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 Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

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

42. Nothing herein contained shall be deemed or construed to exempt the Railways or Canal by this Act authorized to be made from the Provisions of any General Act relating to Railways or Canals, or the better and more impartial Audit of the Accounts of Railway or Canal 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 this Act.

43. All



*The North British Railway (Coatbridge Branches) Act, 1866.*

43. 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. Expenses of Act.

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Printers to the Queen's most Excellent Majesty. 1866.



TORREY, C. W. CO.

(Cambridge Branches)

Expenses of and incident to the  
of this Act, or otherwise in relation  
to the same.

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