



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxlv.

An Act to authorize the *North British* Railway Company to make certain Deviations in their *Glasgow* Branches, and in the *Forth and Clyde* Canal, and to extend the Time for the Purchase of Lands and Completion of certain Railways, and to acquire certain Lands; and for other Purposes. [15th July 1867.]

WHEREAS the following Railways and Deviation of the *Forth and Clyde* Canal would be of public Advantage; that is to say, a Railway (in this Act called "Railway No. 1.") from the Railway thirdly described in and authorized by "The *Edinburgh and Glasgow* (Extensions) Act, 1864," to the *Glasgow, Dumbarton, and Helensburgh* Railway in the Parish of *East Kilpatrick* in the County of *Dumbarton*; a Railway in the Parishes of *Govan* in the County of *Lanark* and *New or East Kilpatrick* aforesaid (in this Act called "Railway No. 2.") from Railway No. 1. to the *Glasgow, Dumbarton, and Helensburgh* Railway; a Railway in the Parishes of *Govan* aforesaid and *Renfrew* in the County of *Renfrew* (in this Act called "Railway No. 3.") from Railway No. 1. to a Field in the said Parish of *Renfrew* belonging to

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c. cclxxix.

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James Smith and in the Occupation of *Andrew Stirling*; and a Deviation of the *Forth and Clyde* Canal in the said Parishes of *Govan* and *New or East Kilpatrick*; 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*, *Renfrew*, and *Dumbarton* respectively, and are herein-after respectively referred to as the deposited Plans, Sections, or Book of Reference: And whereas the Construction of Railways No. 1., No. 2., No. 3., and the said intended Deviation of the *Forth and Clyde* Canal, would render unnecessary Part of the Railway from the *Glasgow, Dumbarton, and Helensburgh* Railway to *Stobcross House* authorized by "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864," and the Railways authorized by "The *North British* Railway (*Glasgow* Branches) Act, 1866," and Part of the said *Forth and Clyde* Canal, and it is expedient that such Parts should be discontinued as a Railway or Canal, or the Construction thereof relinquished, 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 (in this Act called "the Canal Company") as Part of their Undertaking: And whereas the *Caledonian* Railway Company and the Canal Company are respectively entitled to certain Powers and Rights over or in reference to certain of the Railways or Part of Railway by this Act authorized to be abandoned, and it is expedient that they should have corresponding Powers and Rights over or in reference to the Railways or some of them by this Act authorized: And whereas the Time limited by "The *Edinburgh and Glasgow* (Extensions) Act, 1864," for the compulsory Purchase of Lands will shortly expire, and it is expedient that the same, and also that the Time for the Completion of the Railways and Works thereby authorized, should be extended with respect to such Parts thereof as are not by this Act authorized to be abandoned: And whereas it is expedient that the Time limited by "The *North British* Railway (New Works) Act, 1866," for the compulsory Purchase of Lands required for the Works authorized by the "North British, *Edinburgh, Dunfermline, and Perth* Railway Act, 1863," should be extended: And whereas it is expedient that the Company should be authorized to take or acquire for Station Purposes certain Lands at *Dundee*, and that the Company should be authorized to purchase certain Lands at *Peebles*, and Plans showing the said Lands, and Books of Reference thereto, have been deposited with the Principal Sheriff Clerks of the Counties of *Forfar* and *Peebles* respectively: And whereas it is expedient to authorize the Company and the Commissioners:

27 & 28 Vict.
c. cclxxix.

29 & 30 Vict.
c. cclxxxv.

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26 & 27 Vict.
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missioners for the Harbour and Docks of *Leith* to enter into Agreements for the Use and Working of any Tramways or Railways now existing, or which hereafter may be constructed by the said Commissioners, within or upon the Harbour and Docks of *Leith* in connexion with Railways of the Company: 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:

1. This Act may be cited for all Purposes as "*The North British Railway (General Powers) Act, 1867.*" Short Title.

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," Parts I. and II. of "The Railways Clauses Act, 1863," relating respectively to Construction of a Railway and to Extension of Time, are (except where expressly varied by this Act) incorporated with and form Part of this Act. 8 & 9 Vict. cc. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

3. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans 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 and Deviation of Canal.

(1.) Railway No. 1., Two Miles One Furlong and Twenty Yards in Length, commencing by a Junction with the Railway thirdly described in and authorized by "*The Edinburgh and Glasgow (Extensions) Act, 1864,*" and terminating by a Junction with the *Glasgow, Dumbarton, and Helensburgh Railway*;

(2.) Railway No. 2., Six Furlongs and One hundred and twenty-six Yards in Length, commencing by a Junction with Railway No. 1. in the Parish of *Govan*, and terminating by a Junction with the *Glasgow, Dumbarton, and Helensburgh Railway* in the Parish of *East Kilpatrick*;

(3.) Railway No. 3., Five Furlongs and Seventy-four Yards in Length, commencing by a Junction with Railway No. 1. in the said Parish of *Govan*, and terminating in a Field in the Parish of *Renfrew* belonging to *James Smith*, and in the Occupation of *Andrew Stirling*;

(4.) A Canal

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(4.) A Canal or Cut (being a Deviation of the *Forth and Clyde* Canal) between a Point on that Canal in the said Parish of *Govan* and a Point on the same Canal in the said Parish of *East Kilpatrick*.

Railways to form Part of Company's Undertaking.

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

Power to apply existing Funds.

5. 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 are not required for the Purposes to which the same are by any Act declared to be specially applicable.

Lands for Stations and extraordinary Purposes.

6. 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 Three Acres.

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

8. 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.

Power to deviate.

9. In constructing the Railways and the Cut or Canal by this Act authorized it shall be lawful for the Company to make lateral Deviations from the Line thereof respectively, as described in the deposited Plans, to any Extent not exceeding the Limits of Deviation marked thereon, and to make vertical Deviations from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet.

As to Construction of Railway No. 1. through Lands of James Gordon Oswald, Esq.

10. In constructing Railway No. 1. the Company shall not, between the Point marked on the deposited Plans of that Railway Three Furlongs and the Point marked thereon Five Furlongs, deviate from the centre Line of Railway as shown on the said Plans to a greater Extent Southward than Ten Feet without the previous Consent in Writing of *James Gordon Oswald* Esquire of *Scotstown*, or of the Proprietor of that Estate for the Time being, and the Company shall not, between the Commencement of the said Railway and the Point marked on the said Plan Six Furlongs, enter upon, take, or use, without such Consent as aforesaid, any other or greater Extent of Land

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Land than is necessary for the Construction of the Line of the said Railway with a double Line of Rails.

11. In altering the Turnpike Road called the *Great Western Road*, numbered 36 in the Parish of *Govan* on the deposited Plans of Railway No. 1., for the Purpose of carrying that Railway over the same, the Company shall not alter the Line or diminish the Width of the said Road, nor shall they lower the Level thereof to a greater Extent at any Point than Four Feet, nor make the Inclinations thereof steeper than One in Fifty on the Western Side and One in Forty on the Eastern Side of the lowest Point at the Crossing, and the Bridge by which the Railway shall be carried over the said Road shall be not less than Sixty Feet in clear Width, and Sixteen Feet in clear Height throughout.

As to Alterations in Great Western Road.

12. In constructing Railway No. 1. the Company shall, for the Purpose of preserving Communications between the Lands of *James Gordon Oswald* Esquire of *Scotstown* on the Western Side of the said Railway and the Lands of *Partickhill* and *Hyndland* on the Eastern Side thereof, construct at their own Expense Two Bridges under the said Railway, each of not less than Thirty Feet in Span and Sixteen Feet in Height throughout, one of which Bridges shall be opposite or nearly opposite to the *March* Fence separating the Lands of *Partickhill* from the Lands of *Hyndland*, and the other of which Bridges shall be about Two hundred Yards to the Southward of the first-mentioned Bridge; and the Company shall further allow and provide to the said *James Gordon Oswald* and his Successors in the Estate of *Scotstown*, without Charge, a Right of Way through the Land acquired from him under the Powers of "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864," and through any other Land which may be acquired by the Company under the Powers of that Act or of this Act, for the Purpose of enabling the said *James Gordon Oswald*, or the Proprietor of the said Estate of *Scotstown* for the Time being, to form at his own Expense Two Roads of Communication in the Line of the said Bridges respectively, of such Width not exceeding Fifty Feet as he shall think fit, between his remaining Lands on the Western Side of the said Railway and the said Lands of *Partickhill* and *Hyndland* on the Eastern Side thereof, as soon as Roads or Accesses are opened up in the said Lands of *Partickhill* and *Hyndland* respectively, in continuation of the Lines of the Roads of Communication herein-before provided for.

Bridges are to be provided for James Gordon Oswald.

13. In altering the Parish Road No. 12. in the Parish of *New or East Kilpatrick* on the deposited Plans of Railway No. 2. for the Purpose of carrying the said Road over that Railway, the Company shall not, without the previous Consent in Writing of the Statute

As to Parish Road No. 12. in Parish of East Kilpatrick.

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Labour Trustees of the said Parish, alter the Line of the said Road, nor make the Inclinations thereof steeper at any Point than One in Twenty.

In construct-
ing Railway
No. 2. Line
not to be
deviated
beyond a
certain
Extent.

14. In constructing Railway No. 2., so far as situate on the Northern Side of the *Glasgow, Dumbarton, and Helensburgh* Railway, the Company shall not, without the previous Consent in Writing of Sir *George Campbell* Baronet of *Garscube*, or the Proprietor of that Estate for the Time being, deviate laterally from the centre Line of Railway as shown on the deposited Plans to a greater Extent Northward than Twenty Yards, nor enter upon, take, or use any other or greater Extent of Land than is necessary for the Construction of the Line of the said Railway with a double Line of Rails.

Part of Rail-
way No. 3. in
Parish of
Govan and
Renfrew to
be deviated.

15. In constructing Railway No. 3. between the Occupation Road numbered on the deposited Plans 39. in the Parish of *Govan* and the Western Side of the Field numbered thereon 3 in the Parish of *Renfrew*, the Company shall deviate from the centre Line of Railway as shown on the said Plans Northward to the Extent herein-after mentioned; that is to say, the centre Line of the said Railway as constructed shall be not more than Forty Yards, measured in a straight Line along the Western Fence of the said Occupation Road, from the Northern Limit of Deviation delineated on the said Plans where that Limit is shown as crossing the said Fence, and such centre Line shall, where it crosses the Turnpike Road numbered Seventy-four in the Parish of *Govan*, be carried as far to the Northward as the Limit of Deviation delineated on the said Plans will permit, and shall be continued from that Crossing Westward in a Line to the Northward of the Line of the Tramway numbered on the said Plans 2 in the Parish of *Renfrew*.

As to the
Crow Road.

16. In altering the Turnpike Road called the *Crow Road* numbered 74 in the Parish of *Govan* on the deposited Plans of Railway No. 3. for the Purpose of carrying that Railway under the same, the Company shall not alter the Line nor diminish the Width of the said Road, nor raise the Level thereof to a greater Extent at any Point than Three Feet, nor make the Inclinations thereof steeper than One in Forty-five: Provided always, that such altered Road may be made with a uniform Gradient from the Point where the said Railway is carried under the same to the Northern Corner of the Road Metal Depot numbered on the said Plans 81 in the Parish of *Govan*.

Certain
Lands of
James Gor-
don Oswald,
Esquire, not
to be taken.

17. The Company shall not, under the Powers of this Act or of "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864," enter upon, take, or use, without the previous Consent in Writing of *James Gordon Oswald* Esquire of *Scotstown*, or of the Proprietor of that

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that Estate for the Time being, any Land in that Part of the Field numbered on the deposited Plans 3 in the Parish of *Govan* which is situate to the Westward of a Line distant at all Points Thirty Feet Westward from the Western Boundary of the Land acquired from the said *James Gordon Oswald*, under the Powers of the last-mentioned Act, previously to the Introduction into Parliament of the Bill for this Act.

18. 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.

19. The Company shall abandon the Construction of so much of the Railway from the *Glasgow, Dumbarton, and Helensburgh Railway to Stobcross House* authorized by "The *Edinburgh and Glasgow (Extensions) Act, 1864*," and therein thirdly described, as lies between the authorized Commencement thereof and the Point of Junction therewith of Railway No. 1., and also the Railways authorized by "The *North British Railway (Glasgow Branches) Act, 1866*."

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

Tolls.

Company may abandon Portions of authorized Line.

Compensation for Damage to Land by Entry, &c. for Purposes of Railways abandoned.

or

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or "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864,*"
or "The *North British Railway (Glasgow Branches) Act, 1866.*"

Compensation to be made in respect of Portions of Railways abandoned.

21. 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.

Saving Rights of Messrs. Blackie and Bain.

22. Provided that nothing in this Act contained shall apply to or prejudice or affect the Notice given by the Company for the purchasing of the Land belonging to *John Blackie and John Bain* in trust, and which Notice has been followed by Proceedings before Arbiters nominated by them and the Company respectively, whether or not such Proceedings shall have fallen, or shall be reduced or set aside, or be liable to be reduced or set aside; and all Rights and Claims arising from or in consequence of the giving of such Notice are hereby saved and reserved.

As to Agreement with Caledonian Railway Company under "Edinburgh and Glasgow Railway (Extensions) Act, 1864."

23. And whereas by an Agreement between the *Caledonian Railway Company* and the *Edinburgh and Glasgow Railway Company*, dated the Sixteenth Day of *June* One thousand eight hundred and sixty-four, and set forth in Schedule B. to the "*Edinburgh and Glasgow Railway (Extensions) Act, 1864,*" and confirmed by that Act, the *Caledonian Railway Company* are entitled for the Purpose of conveying Traffic to and from the Harbour Branch Railways referred to in that Act, and Stations thereon, and to and from the Tramways to be constructed by the *Clyde Trustees*, and for those Purposes only, to absolute Running Powers with their Engines, Trains, Carriages, Waggon, and Trucks over the Portions of Railways and the Tramway therein mentioned, including, amongst others, the Part of the Railway by that Act authorized which is to be abandoned under the Provisions of this Act, that is to say, Part of the Railway from the *Glasgow, Dumbarton, and Helensburgh Railway* to *Stobcross House* (which Part is herein-after called the abandoned Portion of Railway): And whereas Railway No. 1, by this Act

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Act authorized, and so much of the *Glasgow, Dumbarton, and Helensburgh* Railway as lies between the Point of Junction therewith of the said Railway No. 1. and the Point of Junction therewith of the abandoned Portion of Railway, are in substitution for the abandoned Portion of Railway: Be it enacted, That for all or any of the Purposes in the said Agreement mentioned the *Caledonian* Railway Company shall have absolute Running Powers with their Engines, Trains, Carriages, Waggon, and Trucks over the said Railway No. 1., and the said Portion of the *Glasgow, Dumbarton, and Helensburgh* Railway, in like Manner and upon the same Terms and Conditions in all respects as under the said Agreement they would have had over the abandoned Portion of Railway if the same had not been abandoned under the Powers of this Act; and, save only so far as regards the Substitution of Railway No. 1. and the Portion aforesaid of the *Glasgow, Dumbarton, and Helensburgh* Railway for the abandoned Portion of Railway, nothing in this Act contained shall be held or construed to prejudice or affect the said Agreement, or to repeal, alter, diminish, or prejudice any of the Rights, Powers, or Privileges of the *Caledonian* Railway Company under or by virtue of the said Agreement or of the Act confirming the same.

24. Should the *Caledonian* Railway Company incur any extra Cost in the working of the Traffic under the said Running Powers in consequence of the increased Length or less favourable Character of the Gradients of the Railway and Portion of Railway by this Act substituted for the abandoned Portion of Railway, a Reduction shall be made in the Tolls payable by the *Caledonian* Railway Company under the said Agreement corresponding to such extra Cost of working, and the Amount of such Reduction in case of Dispute, shall be settled by Arbitration under the Provisions of the "Railway Companies Arbitration Act, 1859," and for the Purposes of such Arbitration the Company and the *Caledonian* Railway Company shall be deemed to have agreed to refer the Question in dispute to Arbitration under the Provisions of that Act.

Compensation to *Caledonian* Railway Company for extra Cost in working over the substituted Route.

25. The Company shall pay and shall free and relieve the *Caledonian* Railway Company from the Payment of Interest on the Price of all Land already acquired and which may be hereafter acquired by the said Companies jointly, or by either of them, for the Purposes of the joint and separate Stations at *Stobcross* contemplated by "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864," and "The *Caledonian* Railway (*Glasgow* Harbour) Act, 1864," and by the Agreement between the said Companies confirmed by those Acts, from the Twenty-fifth Day of *July* One thousand eight hundred and sixty-eight, when the Lines and Works authorized by "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864,"

Company to pay Interest to the *Caledonian* Railway Company in respect of certain Land.

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should have been completed, until Railway No. 1. authorized by this Act, and the Railways third and fifth described and the Tramway sixth described in Section 13 of "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864,*" (except the Portion of Railway by this Act authorized to be abandoned,) are actually completed and opened for Traffic; and in fixing the Proportions of Cost of the Land acquired for such joint and separate Stations which are to be paid by the *Caledonian Railway Company* in pursuance of the said Agreement, the Arbitrator, Arbitrators, or Umpire, as the Case may be, shall exclude from his or their Consideration the Interest payable by the Company as aforesaid.

For the Protection of Mains and Pipes of Glasgow Waterworks Commissioners.

26. The Provisions for preventing Injury or Damage to the Works, Mains, and Pipes of the *Glasgow Corporation Waterworks Commissioners*, or any Interruption of the Supply of Water to the Inhabitants, contained in Sections 36, 37, 38, 39, 40, and 41 of "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864,*" shall be and are hereby made applicable to the Railways by this Act authorized, and the Company shall be subject to the said Provisions in the same Manner and to the same Extent and Effect as if the said Provisions were repeated or re-enacted in this Act.

As to Construction of Canal or Cut.

27. And whereas Railways No. 1. and No. 2. are intended to be carried underneath the *Forth and Clyde Canal* belonging to the Canal Company, and necessitate not only the Formation of the new Cut or Canal hereby authorized, but also the Removal and Reconstruction of certain Locks, Buildings, and other Works in connexion with the said Canal, and it is expedient to make Provision for the Mode in which the new Canal or Cut, and Locks, Buildings, and other Works in connexion therewith, shall be executed: Be it enacted as follows: The Company shall at their own Expense execute the said new Canal or Cut and relative Towing-paths, Locks, Buildings, 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*, or, 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*, or, 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 in constructing the said Cut or Canal to make any lateral Deviation Southward of the Southmost Portion of the deviated Line of Canal shown on the deposited Plans, nor shall it be lawful for the Company to leave a less clear Width of Waterway, Towing-path, and Banks 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 the Buildings

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Buildings of the Aqueducts, Locks, and other Works shall be so constructed as to admit of the Water in the Canal being raised One Foot Six Inches, nor shall it be lawful for the Company to erect, form, and leave Locks, Buildings, and other Works in connexion with the said Cut or Canal less convenient and substantial than the Locks and Works on the existing Canal between the Points of Deviation; and if on being filled with Water the new Canal or Cut, Locks and Buildings and other Works therewith connected, 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, Locks, Buildings, and other Works being finished and opened the Company may remove such Portion of the said existing Canal as they may require in order to construct the said Railways and Works, including the Portion of the superseded Canal between the Railways Nos. 1. and 2., and may thereafter construct the same accordingly: Provided always, that the Company shall, if they think proper, be at liberty to support the Two Aqueducts for carrying the said Canal over the Railways Nos. 1. and 2. with Cast-iron Girders of such Dimensions as may be fixed by the said Engineer, each over Two Openings or Spans of Fifteen Feet each, and the Company shall pay the whole Fees and Expenses of and incurred by the said Engineer in relation to the Works.

28. The aforesaid Operations shall be carried on and completed within the Period by this Act provided for the Completion of the Works hereby authorized 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 Canal or Cut being opened for Traffic as aforesaid, the said Aqueducts and the Embankments for a Distance of Twenty Yards on each Side of the Masonry shall be maintained by them in all Time coming, it being provided that the remaining Portions of the Embankment and other Works connected therewith formed by the Company shall be maintained by the Company for Two Years after the opening of the Canal for Traffic in a State of perfect Repair, and free from Leakage.

Works to be completed within prescribed Period, and Canal Company to be indemnified by Company.

29. If the new Canal or Cut, Aqueducts, Locks, Buildings, and other Works therewith connected, or any of them, shall be so constructed

Penalty in case of Impediments to the Canal.

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structed 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 other 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.

As to
Repairs of
Canal.

30. If there shall be any Leakage in the said Locks, Embankments, and other Works 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, Locks, Embankments, or other 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 be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

Company
not to purchase Canal
Company's
Land, but to have a Right
or Servitude,

31. The Company shall not be entitled absolutely to purchase or acquire any Land belonging to the Canal Company on which any Part of the Canal Company's Works shall remain, but all such Land shall remain the Property of the Canal Company, and as the new Canal or Cut and Works connected therewith will be constructed upon

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upon and occupy 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, subject only to a Right or Servitude in favour of the Company to pass through or over the same and under the Canal, and to use the Ground occupied by the said intended Railway for all Purposes connected with their Undertaking, and the Canal Company shall convey to the Company the Portion of the Canal Company's Ground on or over which their Works shall not extend.

and to convey the new Canal to the Canal Company.

32. Nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Canal Company, or shall authorize or empower the Company to enter upon or interfere with any Part of the 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 this Act for constructing and from Time to Time repairing and maintaining the said Railways where they shall pass under the said Canal and through the Property of the Canal Company.

Saving Rights of Canal Company.

33. The Company shall pay and compensate the Canal Company for all Loss or Inconvenience sustained by them by reason of the Detour of their Canal, and all other Interference with their Canals and Works, or by reason of any Obstruction or Interruption to their Traffic occasioned by the Company in the Exercise of the Powers of this Act not otherwise herein-before specially provided for.

Company to compensate Canal Company.

34. The Canal Company may (subject to the Byelaws, Rules, and Regulations of the Company in force for the Time being), on Payment of a Toll of Threepence *per* Ton, run over and use with their own Engines and Waggon the Railways Nos. 2. and 3. by this Act authorized, and so much of No. 1. as extends between its Commencement and its Junction with Railway No. 2., and also that Portion of the *Glasgow, Dumbarton, and Helensburgh* Railway belonging to the Company from the Point where Railway No. 2. by this Act authorized joins the *Glasgow, Dumbarton, and Helensburgh* Railway to

Running Powers to Canal Company.

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the Point where the Line of Railway No. 1. authorized by "The North British Railway (Glasgow Branches) Act, 1866," and hereby abandoned, would have joined the said Glasgow, Dumbarton, and Helensburgh Railway (including the Use of the whole Sidings, Watering Places, and other Conveniences connected therewith), but that only for the Purpose of conveying to the Forth and Clyde Canal Ironstone, Limestone, and other Minerals for Shipment on the same at or near the Crossings thereof by the Railway No. 2.

Company to make Openings in Flanges of Rails and allow of Junctions by Canal Company.

35. If and when required by the Canal Company, the Company shall, at the Expense of the Canal Company, make and maintain Openings in the Ledges or Flanges of the Rails of Railway No. 2, and allow of the Junction therewith of Side Lines leading into any Wharf which may be formed by the Canal Company at a Point or Points convenient for the Shipment of the said Minerals on the Forth and Clyde Canal at or near the crossing thereof by Railway No. 2, and that at the Sight of the Engineer of the Company, and at such suitable Point as will not interfere with or endanger the Passage of the Traffic on the Lines of Railway belonging to the Company.

Canal when completed to vest in Canal Company.

36. The intended Canal or Cut when completed shall vest in the Canal Company as Part of their Undertaking, and shall be subject as such to the Provisions of the Acts relating to the Forth and Clyde Navigation with respect to Tolls and otherwise.

Part of Forth and Clyde Navigation rendered unnecessary by the Deviation may be disused.

37. When the proposed new Canal or Cut is completed and opened for public Traffic, the Canal Company may cease to use or maintain as Part of the said Navigation the Portion of their Canal which lies between the respective Points of Junction therewith of the intended Canal or Cut, and which will by such new Cut or Canal be rendered unnecessary.

Extension of Time for Purchase of certain Lands.

38. The Time limited by the "Edinburgh and Glasgow Railway (Extensions) Act, 1864," for the compulsory Purchase and taking of Lands for the Purposes of such Act, so far as relates to the Railways and Works not by this Act authorized to be abandoned, and the Time limited by the "North British, Edinburgh, Dunfermline, and Perth Railway Act, 1863," and by the "North British Railway (New Works) Act, 1866," or either of them, for the compulsory Purchase and taking of Lands for the Purposes of the "North British, Edinburgh, Dunfermline, and Perth Railway Act, 1863," shall, so far as relates to the Railways and Works by that Act authorized which are not abandoned under the Authority of Parliament, and which are not yet completed, be prolonged and extended to the Period of One Year from the passing of this Act, but so that such Powers shall not be exercised after the Expiration of One Year from the passing of this Act.

39. The

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39. The Time limited by "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*," for the Completion of the Railways and Works thereby authorized, shall, so far as relates to Railways and Works not by this Act authorized to be abandoned, be extended for a Period of Two Years from the Expiration of the Time so limited by the said Act; and if on the Expiration of such extended Period the said Railways and Works shall not be completed, the Powers by "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*," or this Act, granted for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that the Time for forming the Access or Road to the Wet Dock or Basin proposed to be constructed by the Trustees of the *Clyde Navigation* on the Lands of *Stobcross*, first described in the Twenty-first Section of "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*," and for constructing the necessary Retaining Walls and Embankment for a Road Forty Feet in Width from the said Access or Road Westward, as provided by the Twenty-third Section of the same Act, shall only be extended for a Period of One Year from the Expiration of the Time for the Formation of said Access or Road, and the constructing of the said Retaining Walls and Embankment, as limited by that Act.

Extending
Time for
completing
Works.

40. If the Railways by this Act authorized shall not be completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, or if the Railways authorized by "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*," the Time for making which is by this Act extended, shall not be completed and opened for public Traffic within the Period by that Act limited for the Completion thereof, then and from thenceforth in either of such Cases 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 Railway 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.

If Railways
not com-
pleted within
extended
Time Com-
pany to be
liable to a
Penalty.

41. Whereas by the Fourteenth Section of "The *Clyde Navigation (Glasgow Harbour Tramways) Act, 1864*," it is provided that the Lines of Rails or Tramway by that Act authorized to be constructed along the North Side of the Harbour of *Glasgow*, so far as extending from the Junction therewith of the Tramway authorized to be constructed by "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*," near the South End of *Finnieston Lane, Glasgow*,

Extension of
Time for
completing
Tramway
authorized
by Clyde
Navigation
Act.

to

The North British Railway (General Powers) Act, 1867.

to near *Glasgow Bridge*, should be completed and opened for public Traffic within Four Years from the passing of the said first-mentioned Act: And whereas the Tramways on the North Side of the said Harbour, respectively authorized by the said Acts will be connected, and it is expedient that a similar Extension of Time should be granted for the Construction of the Tramway authorized by the said *Clyde Navigation Act* as is granted by this Act for the Construction of the Works authorized by "The *Edinburgh and Glasgow Railway (Extensions) Act, 1864*:" Be it enacted, That the Time limited by "The *Clyde Navigation (Glasgow Harbour Tramways) Act, 1864*," for the Completion of the said Portion of the Lines of Rails or Tramway thereby authorized, shall be extended for a Period of Two Years from the Expiration of the Time limited by the said Act.

Power to purchase certain Lands at Peebles and Dundee.

42. At any Time within Three Years from the passing of this Act the Company may purchase and take the Land in the Parish of *Peebles* and Royal Burgh and County of *Peebles*, and may take and purchase for Station Purposes, the Alveus and Solum of the River or Frith of *Tay*, and the House called *Craig Pier House*, or other Property at or near *Dundee*, shown on the deposited Plans thereof respectively and described in the Books of Reference to such Plans, except so much of the said Alveus and Solum or other Property as is proposed to be taken by the *Caledonian Railway Company* under a Bill now pending in Parliament called "The *Caledonian Railway (Forfarshire Works, &c.) Bill*," and is shown on the deposited Plans referred to in such Bill, and except also so much of the said Alveus or Solum and other Property as is shown upon a Plan signed by the Honourable *William Owen Stanley*, Chairman of the Committee of the House of Commons, to whom the Bill for this Act was referred, and is therein described as Ground on which the Magistrates and Town Council of *Dundee* propose to form a Sea-wall, Esplanade, and Street, but reserving to the Company Access from *South Union Street* to the Portion of the said Alveus or Solum to be taken for Station Purposes, such Access not being on any Portion of the Alveus or Solum or other Property proposed to be taken by the *Caledonian Railway Company* as aforesaid.

Openings to be reserved in continuation of existing Openings under the Railway.

43. And whereas under the Provisions of "The *Dundee and Perth Railway Act, 1845*," certain Openings were formed in the Embankment of the *Dundee and Perth (now Caledonian) Railway* at *Dundee* so as to admit the Ebb and Flow of the Tide within the Space North of the said Railway extending between *Yeaman Shore* and *Magdalene Yard Green*: Be it enacted, That the Company shall, by means of Culverts or otherwise, continue the said Openings across so much of the said Alveus or Solum as may be acquired by them under the Provisions of this Act whenever with reference to any such Opening the same is brought

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brought up to the Alveus or Solum so acquired by the Company; such Culverts to be constructed so as to admit the Ebb and Flow of the Tide, and in such Manner as shall be agreed upon between the Company and the Magistrates and Town Council of *Dundee*, or, in case of Difference, as shall be fixed and determined by the Sheriff of the County of *Forfar*.

44. Nothing in this Act contained shall prejudice or affect an Agreement, dated the Eleventh Day of *March* One thousand eight hundred and sixty-seven, and made between the Company and the Magistrates and Town Council of *Dundee* acting for the Community of *Dundee*, with reference to the reclaiming and Appropriation of the said Alveus or Solum and other Property, and the Formation of such Sea-wall, Esplanade, and Street as aforesaid.

Act not to affect Agreement between the Company and Magistrates and Town Council of *Dundee*.

45. If the Company shall run over and use with their Engines and Carriages the *Caledonian* Railway Company's Line of Railway between *Perth* and *Dundee* for the Purpose of obtaining Access to or from the Land at or near *Dundee* which the Company are by this Act authorized to take and purchase, or of conveying Traffic to or from any Station or Works which may be constructed thereon, the Tolls payable by the Company for such Use of the *Caledonian* Railway Company's said Line of Railway, and the other Terms and Conditions on which the said Line of Railway shall be used for that Purpose, shall be fixed in the Manner provided by Section 35 of "The *Scottish Central* Railway (*Dundee, Perth, and Aberdeen* Railway Purchase) Act, 1863:" Provided always, that nothing in this Enactment contained shall be read or construed to prejudice or affect the Powers conferred upon the *Scottish East Coast* Companies by the "*Caledonian and Scottish Central* Railways Amalgamation Act, 1865," with respect to the running over and Use of the *Scottish Central* Lines and Station at *Dundee* for Traffic, not using the Station or Works which may be constructed on said Land.

Tolls payable to the *Caledonian* Railway Company for Exercise of certain Running Powers.

46. Nothing contained in this Act, or to be done under the Authority thereof, shall in any Manner affect the Title to any of the Subjects or any Rights, Powers, or Authorities mentioned in or reserved by Sections 21 and 22 of the "Crown Lands Act, 1866," or shall divest, alter, or affect any other Estate, Right, or Interest belonging to the Queen's most Excellent Majesty, Her Heirs or Successors.

Saving the Rights of the Crown.

47. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in

Saving Rights of the Crown in the Foreshore.

[Local.]

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right

The North British Railway (General Powers) Act, 1867.

right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights as to
future
Accretions.

48. If any Land to the Seaward of the Lands by this Act authorized to be embanked or reclaimed shall, at any Time after the Execution of any Works under the Authority of this Act, become raised in Height or reclaimed, whether gradually or imperceptibly or otherwise, so as to be above instead of being, as all Land to the Seaward of the Lands by this Act authorized to be reclaimed now is, below the Line of ordinary High-water Mark, the Company shall not by virtue of the Ownership of any Lands which they are by this Act empowered to reclaim have any Estate, Right, or Interest in or to the Lands so raised in Height or reclaimed by reason that such raising or Reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the Works by this Act authorized, or otherwise; but the Right and Title to the Soil and Freehold of such Land when so raised or reclaimed shall continue vested in the Queen's Majesty, or such other Corporation or Person or Persons as is or are at the Time of the passing of this Act entitled to the same, and as if the same had continued as the same now is subject to the Flow and Reflow of the ordinary Tides.

Authorizing
Agreements
for the Use
or Working
of Tramways
in Leith Har-
bour and
Docks.

49. The Company and the Commissioners for the Harbour and Docks of *Leith* may from Time to Time enter into Agreements with respect to the Use and Working of any Tramways or Railways now existing, or which may hereafter be constructed by the said Commissioners, within or upon the Harbour and Docks of *Leith* in connexion with any Railways of the Company.

Deposits for
future Bills
not to be
paid out of
Capital.

50. The Company shall not, out of any Money by any Act relating to the Company 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 Railway, or to execute any other Work or Undertaking.

Railway, &c.
not exempt
from Pro-
visions of
present and
future Ge-
neral Acts.

51. 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

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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 any Act relating to the Company or to the Canal Company.

52. 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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