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VICTORIÆ REGINÆ.

Cap. clxvi.

An Act to enable the *City of Glasgow Union* Railway Company to make a further Deviation of their authorized Railway; to construct Railways to join the Railway from *Glasgow* to *Coatbridge*; and for other Purposes. [25th *July* 1867.]

WHEREAS by "The *City of Glasgow Union* Railway Act, 1864," (herein-after called "the firstly-recited Act,") the *City of Glasgow Union* Railway Company (herein-after called "the Company") were incorporated, and were authorized to make and maintain Railways to connect the Railways which terminate on the North and South Sides of the River *Clyde* at *Glasgow* with Stations in *Glasgow* connected therewith, and they were authorized to raise by Shares Nine hundred thousand Pounds, and on Loan Three hundred thousand Pounds: And whereas by "The *City of Glasgow Union* Railway Act, 1865," (herein-after called "the secondly-recited Act,") the Company were empowered to make certain Deviations of their Railways, and to raise by Shares One hundred and fifty thousand Pounds, and on Loan Fifty thousand Pounds, in addition to the Sums authorized to be raised by the firstly-recited Act: And whereas the Company have proceeded to put the recited Acts into execution, and

27 & 28 Vict. c. cclxxxvi.

28 & 29 Vict. c. ccxlvii.

are engaged in the Construction of the Railways and Works thereby authorized: And whereas it is expedient that the Company be empowered to make, by way of substitution for so much of the Railway No. 1. authorized by the firstly-recited Act as lies between a Point thereon in or near a House or Premises numbered Fifty-one, Fifty-three, Fifty-five, and Fifty-seven on the North Side of the Street known as the *Gallowgate* of *Glasgow*, and another Point thereon at or near the *Garngad* Turnpike Road, the Line of Railway herein-after specially described, and that they should be empowered to abandon so much of their authorized Railways as may be rendered unnecessary by such substituted Line: And whereas by "The *Edinburgh and Glasgow* Railway (*Coatbridge* Branch) Act, 1865," (herein-after called "the thirdly-recited Act,") the *Edinburgh and Glasgow* Railway Company were empowered to construct the Railways following; (that is to say,) (1.) A Railway commencing on the East Side of the *High Street* in the City of *Glasgow* near the Point where the new Vennel joins *High Street*, and terminating by a Junction with the *Monkland* Railways in the Parish of *Old Monkland*; (2.) A Railway diverging out of that Railway at a Point One hundred and fifty Yards or thereby South of the Junction of *Hill Street* with *Duke Street* in the City of *Glasgow*, and terminating by a Junction with the Railway No. 1. authorized by the firstly-recited Act: And whereas the Powers conferred upon the *Edinburgh and Glasgow* Railway Company by the thirdly-recited Act are now vested in the *North British* Railway Company: And whereas it will be for the public Advantage that the Company be empowered to construct Railways to connect their Lines with the Railways authorized by the thirdly-recited Act: And whereas it is expedient that the Company should be enabled to make a Deviation of the *Monkland* Canal in the Parish of *Springburn*, to abandon the authorized Deviation thereof, and to divert the Street called *Bridgegate Street* in the City (of *Glasgow*) Parish, all in the County of *Lanark*: And whereas it is expedient that the Company should be authorized to purchase additional Lands for the general Purposes of their Undertaking: And whereas it is expedient that the Times limited by the firstly and secondly recited Acts for the Exercise of the compulsory Powers for the Purchase of Lands and for the Completion of Works thereby conferred should be extended: And whereas Plans and Sections of the said deviated and new Lines of Railway showing the Lines and Levels thereof respectively, with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes of this Act, have been deposited with the Principal Sheriff Clerk of the County of *Lanark*, and the said Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas it is expedient that the Company should be enabled to raise additional

28 & 29 Vict. c. cccxxviii.

additional Capital for the Purpose of constructing the Railways and Works hereby authorized: And whereas the whole Shares into which the Capital authorized by the firstly-recited Act is divided have been subscribed for, and the Holders thereof are entered upon the Share Register of the Company, and Three hundred and thirty-eight thousand eight hundred and forty Pounds have been paid thereupon, but none of the Shares into which the Capital authorized by the secondly-recited Act is divided have yet been subscribed for: And whereas Thirty thousand Shares representing Three hundred thousand Pounds are held by the *Glasgow and South-western* Railway Company, Thirty thousand Shares representing Three hundred thousand Pounds are held for behoof of the *North British* Railway Company, and the remaining Thirty thousand Shares representing Three hundred thousand Pounds are held by certain Individuals: And whereas Three hundred and twenty-five thousand one hundred Pounds has been paid on the Shares held by or for the said Companies, and Thirteen thousand seven hundred and forty Pounds on those held by the Individuals aforesaid: And whereas no Money has yet been borrowed by the Company on Mortgage: And whereas no Preference or Priority in the Payment of Interest or Dividend on any of the Shares of the Company has been conferred or is now subsisting: And whereas Four hundred and fifty thousand Pounds of the Capital authorized to be raised by the firstly and secondly recited Acts is intended to be applied to the providing of new and improved Station Accommodation for Goods and Passengers within the City of *Glasgow*, with Lines of Approach thereto, for the Use of the Company and the other Railway Companies whose Railways converge thereon, and who may think fit to avail themselves thereof: And whereas under an Agreement contained in the Schedule annexed to and confirmed by the secondly-recited Act the Companies using the said Stations and Accommodation are to pay to the Company a Rental amounting in the aggregate to Five Pounds *per Centum per Annum* upon the Cost of the said Stations and Accesses, and the Works, Buildings, and Conveniences connected therewith, and that in proportion to the Use had by such Companies respectively of the said Stations and Accommodation, and they are also to contribute in the like Proportion to the Cost of Insurance, Maintenance of Way and Buildings, Staff, Signals, Rates, Taxes, Water, Gas, and other Expenses incidental to the proper working of the Stations respectively: And whereas it would be advantageous to the Company and the *Glasgow and South-western* and *North British* Railway Companies have agreed that the Company should be permitted to attach a fixed and permanent Preferential Dividend at the Rate of Five Pounds *per Centum per Annum* to the Thirty thousand Shares in the Capital of the Company held by the Individuals aforesaid, and to the Fifteen thousand Shares authorized by the secondly-recited Act, and to the Shares authorized by this Act, and that to the other Portion of the

the Capital authorized by the firstly-recited Act representing Six hundred thousand Pounds should be attached the Remainder of the Dividend accruing from Time to Time from the general Income of the Company: And whereas it is expedient that, subject to the Provisions herein contained, the Number of Directors of the Company be reduced, and that the *Glasgow and South-western* Railway Company and the *North British* Railway Company be enabled to elect the Directors: And whereas it is expedient that the *Glasgow and South-western* Railway Company should be enabled to increase their Subscription and Contribution to the Capital of the Company, and that some of the Powers and Provisions of the recited Acts should be amended, extended, and enlarged as herein-after mentioned: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *City of Glasgow Union* Railway Act, 1867."

Certain Clauses of 28 & 29 Vict. c. ccxlvii. repealed.

2. Subject to the Provisions of this Act, the following Sections of the secondly-recited Act are hereby repealed, *viz.*, Sections Forty-two to Forty-six inclusive, and so much of Section Forty-seven as relates to the *Monkland* Canal.

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

3. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," "The Railways Clauses Act, 1863," Parts I., II., and III., and "The Companies Clauses Act, 1863," Parts I., II., III., are (except where expressly varied by this Act) incorporated with and form Part of this Act.

8 & 9 Vict. c. 17. incorporated.

4. The Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the following Matters, are incorporated with this Act; (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 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

The Consolidation of the Shares into Stock;
The General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders;
The making of Dividends;
The giving of Notices; and
The Provision to be made for affording Access to the Special Act by all Parties interested.

Interpretation of Terms.

5. 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:

The Expression "the Company" shall mean the *City of Glasgow Union* Railway Company:

The Expression "the Railway" or "the Railways" shall mean the Deviation Railway, Railways, and Works authorized by this Act.

Power to construct Works authorized by Act and take Lands.

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

1. A Deviation Railway, Two Miles One Furlong and One hundred and ten Yards in Length, commencing by a Junction with the Railway authorized by "The *City of Glasgow Union* Railway Act, 1864," therein firstly described, and herein-after called the authorized Line No. 1., at a Point thereon in or near a House or Premises numbered 51, 53, 55, and 57 on the North Side of the Street known as the *Gallowgate* in the City (of *Glasgow*) Parish, and terminating at or near the *Garngad Road* by a Junction with the said authorized Line No. 1. at the *Garngad* Turnpike Road at a Point thereon Eighty-five Yards or thereabouts, measuring in an Easterly Direction along the said Road, from the Northern Angle of the *Garngad* Turnpike Gate Lodge near the House of *Acrehill* in the Parish of *Springburn*:

2. A Railway, One Furlong Three Chains in Length, commencing by a Junction with the said intended Deviation Railway at a Point thereon in or near *Hunter Street* Two hundred and Twenty-three Yards or thereabouts, measuring in a Southerly Direction from *Duke Street*, along the East Side of *Hunter Street*, and terminating by a Junction with the Railway autho-

rized by the thirdly-recited Act, and therein firstly described, where the last-mentioned Railway will pass under *Hill Street*, at a Point thereon One hundred and forty Yards or thereabouts, measuring in a Southerly Direction, from the Junction of *Hill Street* and *Duke Street* along the Centre of *Hill Street*:

3. A Railway, Seven Furlongs in Length, commencing by a Junction with the said intended Deviation Railway at a Point thereon Forty Yards or thereabouts, measuring in a Westerly Direction, from the North-west Angle of *Burnbank Cottage* in the Parish of *Springburn*, along the Fence forming the Northern Boundary of the Garden of the said *Burnbank Cottage*, and terminating by a Junction with the Railway authorized by the thirdly-recited Act, and therein firstly described, at a Point One hundred Yards or thereabouts, measuring in a Westerly Direction along the centre Line of the said Railway, from the Point where the said Railway crosses the *Carntyne Burn* in the *Barony* Parish:

4. A Deviation of the Course of the Canal called the *Monkland* Canal in the Manner shown upon the deposited Plans between a Point on the said Canal One hundred and eighty-five Yards or thereabouts, measuring in a Westerly Direction along the Centre of the said Canal, from the Point where the *Garngad Burn* crosses under the said Canal, and a Point on the said Canal Eighty Yards or thereabouts, measuring in an Easterly Direction along the Centre of the said Canal, from the private Bridge over the said Canal at the *Blochairn* Ironworks:

5. A Deviation of the Course of the Street called *Bridgegate Street* of *Glasgow* in the Manner shown upon the deposited Plans between a Point on the said Street Fifteen Yards or thereabouts, measuring in an Easterly Direction along the Centre of the said Street, from the Centre of the Eastern Side of *Bridgegate* Free Church, and a Point in the said Street Fifty Yards or thereabouts, measuring in a Westerly Direction along the Centre of the said Street, from the Junction of the said Street with *Saltmarket Street*.

Additional Lands.

7. The Company may also enter upon, take, and use such of the additional Lands shown upon the deposited Plans as they may require for the general Purposes of their Undertaking.

Provision as to Construction of Coatbridge Railway.

8. Notwithstanding anything contained in the thirdly-recited Act, the Railway authorized by that Act and therein firstly described shall, between the Northernmost Angle of the *Hunterian Museum*, College of *Glasgow*, and the Point where that Railway will pass under *East Miller Street* in the *Barony* Parish, be made in accordance with the Line and Levels shown on the Plans and Sections deposited with reference to this

this Act, and the *North British* Railway Company shall make the said Railway firstly described in the thirdly-recited Act in the Line and according to the Levels shown on the said deposited Plans and Sections.

Power to raise additional Capital for new Works.

9. For the Purpose of constructing the Railways and Works by this Act authorized the Company may at any Time and from Time to Time raise any Sums of Money, in addition to the Capital which they are already authorized to raise, as they shall deem expedient, not exceeding in the whole the Sum of Sixty thousand Pounds.

Power to create new Shares for that Purpose.

10. For the Purpose of raising such Sums of Money the Company may, with the Consent of the Shareholders voting in person or by proxy at any General Meeting of the Company specially convened for that Purpose, and holding at least Four Fifths of the paid-up Capital of the Company so represented at such Meeting, and being qualified to vote thereat in right of such Capital, create and issue new Shares or Stock in their Undertaking of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and with such Rights of voting, as shall be determined by such Meeting: Provided that the Company shall not issue any Certificate, or register the Transfer of any Stock, until the Stock in respect of which the Certificate is issued or Register made is fully paid up.

Shares not to vest until 30 per Cent. paid up.

11. The Company shall not issue any new Share created under the Authority of this Act, nor shall the same vest in the Person accepting the same, unless and until a Sum being not less than equivalent to Thirty Pounds *per Centum* of the Amount of such Share shall have been paid up in respect thereof.

Calls.

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

Power to Glasgow and South-western Railway Company to increase their Subscription to Company, and to apply Funds for that Purpose.

13. The *Glasgow and South-western* Railway Company (herein after called the subscribing Company) may, with the Authority of Three Fourths of the Votes of their Shareholders present in person or by proxy at a General Meeting of the said Company specially convened for the Purpose, from Time to Time subscribe any Sum which they think fit towards the Undertaking of the Company, in addition to the Sum which they are already authorized to subscribe, not exceeding in the whole One hundred and forty thousand Pounds; and the said Company may, with the like Authority, contribute and apply in Payment of their said Subscription any Monies which they are already authorized

authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the said Company shall, in respect of the Sums to be subscribed and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings which shall be as herein-after provided), and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that the subscribing Company shall not sell, dispose of, or transfer any of the Shares in the Company for which they may subscribe.

Power to borrow on Mortgage.

14. The Company may from Time to Time, for the Purpose of constructing the Railways and Works by this Act authorized, borrow on Mortgage any Sum not exceeding in the whole Twenty thousand Pounds, but no Part thereof shall be borrowed until the foresaid Capital of Sixty 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 such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their 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 shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Judicial Factor.

15. The Mortgagees of the Company may enforce Payment of the Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Judicial Factor, and in order to authorize the Appointment of a Judicial Factor in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Judicial Factor is made shall not be less than Ten thousand Pounds in the whole, and the Powers granted by the firstly-recited Act with respect to the Appointment of a Judicial Factor are hereby repealed, in so far as such Powers have not been exercised previous to the passing of this Act.

Monies borrowed on Mortgage to have Priority.

16. All Monies to be borrowed on Mortgage under this Act or under any former Act authorizing the Company to borrow Money on Mortgage from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall, subject to the Provision

Provisions herein-before contained with reference to existing Mortgages, have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rent-charge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purposes of the Railway, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Application of Monies raised under Act.

17. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes in this Act specified only.

Company may resolve to attach a Preference to certain Shares.

18. The Company, with the Authority of Four Fifths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may resolve that from and after a Day to be fixed in the said Resolution the Thirty thousand Shares authorized by the firstly-recited Act held by the Individuals aforesaid, and the whole Shares authorized by the secondly-recited Act and by this Act, shall be entitled to a perpetual fixed Preferential Dividend at the Rate of Five Pounds *per Centum per Annum* on the Amount paid for the Time on such Shares respectively, without any contingent Advantages, and that the remaining Sixty thousand Shares authorized by the firstly-recited Act held by or for behoof of the *Glasgow and South-western* and *North British* Railway Companies respectively shall be entitled to all the Residue of free Income accruing to the Company, and within One Month after the passing of such Resolution the Secretary of the Company shall give to every Proprietor of Shares in the Company whose Name appears upon the Register of Shareholders Notice of the said Resolution by Letter addressed to such Shareholder at his last known Place of Abode.

As to new Certificates for Shares.

19. Within One Month after the Issue of such Notice, or within such further Time as shall be fixed by the Directors of the Company, any Proprietor of Shares in the Company who presents at the principal Office of the Company or other Place mentioned in the Notice the Certificates for such Shares to be cancelled shall receive in the Stead of such Certificates new Certificates designated in the Case of the Preferential Shares "Certificate for *City of Glasgow Union* Railway

(A.) Preferential Shares," which Certificate shall represent a nominal Amount equal to Ten Pounds for every Share, and shall entitle the Holder thereof to a perpetual Preferential Dividend at the Rate of Five Pounds *per Centum per Annum* on the Amount paid for the Time thereon, without any contingent Advantages, and designated in the Case of the Ordinary Shares "Certificates for *City of Glasgow Union* Railway (B.) Shares," which shall represent a nominal Amount equal to Ten Pounds for every Share, and shall entitle the Holder thereof to the Proportion of all the Residue of free Income accruing to the Company corresponding to the Amount paid on such Share at the Time: Provided that the Right of any Shareholder to receive new Certificates for Preferential or Ordinary Shares, as the Case may be, and to be paid Dividends thereon, shall not be impaired or affected by his Omission to deliver the Certificates of his Shares to be cancelled.

As to Registry of (A.) Shares.

20. On the Expiration of such Period as shall be fixed by the Directors of the Company for the bringing in the Certificates of Shares for Cancellation as aforesaid, the Company shall cause to be inscribed upon their Books the total Amount of *City of Glasgow Union* Railway (A.) Preferential Shares created by virtue of the said Resolution, and, subject to the Provisions of the firstly and secondly recited Acts and the Acts incorporated therewith and of this Act with reference to the Payment of Interest on the Mortgage Debt or borrowed Money of the Company, the Holders of such (A.) Preferential Shares shall, out of the Revenue received by the Company from the Company or Companies using the said Stations so far as the same may be sufficient, and if insufficient then out of the other Income of the Company, be entitled to receive a perpetual Preferential Dividend at the Rate of Five Pounds *per Centum per Annum* upon the Amount paid up thereon for the Time as a fixed Dividend, excluding such (A.) Shares from all Claim to further Dividend out of the Revenues of the Company; and the Company shall also cause to be inscribed in the Books of the Company the total Amount of the *City of Glasgow Union* Railway (B.) Shares so created as aforesaid, and the Holders of such (B.) Shares shall for ever thereafter be entitled to receive by way of Dividend all the Residue of Income, and all other the Revenue of the Company accruing to the Company from any Source whatever, and not appropriated to the Payment of Interest on the Mortgage Debt of the Company, or to the Payment of the Dividends on the Preferential Shares of the Company, or to defraying the Expenses relating to the Working and Management of the Undertaking of the Company.

As to Registry of (B.) Shares and Incidents.

Preferential Shares entitled only to Dividends

21. If in any Year ending the Thirty-first Day of *January* there shall not be Profits available for the Payment of the full Amount of the Preferential Dividend on any Preferential Shares created by virtue

virtue of the said Resolution, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

out of the Profits of the Year.

22. The Terms and Conditions on which the respective Classes of Shares are issued under this Act shall be stated on the Certificates of such Shares.

Terms, &c. to be stated on Certificates.

23. At the First Ordinary Meeting of the Company after the passing of a Resolution to attach and the attaching of the fixed Preferential Dividend by this Act authorized to the Thirty thousand Shares in the Company held by the Individuals aforesaid authorized by the firstly-recited Act, and after the *North British* Railway Company shall have paid up all the Calls due at the Time on the Thirty thousand Shares in the Company for which they are authorized to subscribe, the whole Directors of the Company shall go out of Office; the Number of Directors of the Company shall thereafter be Eight, of whom Four shall annually be elected by the *Glasgow and South-western* Railway Company, and Four by the *North British* Railway Company, in manner provided by "The *Glasgow and South-western* Railway (*City of Glasgow Union*) Act, 1865," and "The *Edinburgh and Glasgow* Railway (*City Union*) Act, 1865," respectively.

Provision as to Election of Directors.

24. In case of an equal Division of Votes at any Meeting of the Directors after the Number of Directors has been reduced to Eight as herein-before provided, the Chairman of the Directors shall not have a Casting Vote in addition to his Vote as One of the Directors, but all Questions on which there shall be an equal Division at any Meeting of the Directors shall be settled by an Arbitrator to be annually appointed by the *Glasgow and South-western* Railway Company and the *North British* Railway Company, or, failing Agreement, by the Attorney General of *England*, and the Award of such Arbitrator shall be final and binding on the Company.

In case of equal Division of Votes at Board of Directors.

25. The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," for the Purposes of this Act, shall not exceed Two Acres.

Lands for extraordinary Purposes.

26. 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 Two Years from the passing of this Act.

Powers for compulsory Purchases limited.

27. The Railway shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by

Period for Completion of Works.

by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of Time for compulsory Purchase of Lands under firstly and secondly recited Acts.

28. The Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of the Railways and Works authorized by the firstly and secondly recited Acts, in the County of *Lanark*, according to the Plans and Sections of the same, and Books of Reference thereto deposited with the Clerk of the Peace for that County, shall, except as herein-after mentioned, be prolonged and extended until the Expiration of the Twenty-ninth Day of *July* One thousand eight hundred and sixty-nine, and on the Expiration of such extended Period the Powers by the firstly and secondly recited Acts granted for the compulsory Purchase of Lands shall cease to be exercised: Provided that the Powers of the Company for the compulsory Purchase or taking of the Lands and Houses now belonging to or occupied by *William Mackenzie*, *Charles* and *John Malloch*, *John Hutchison*, *William McGeoch*, the Trustees of the deceased *Thomas Binnie*, and *Robert Walker*, or one or other of these Parties respectively, shown on the Plans and numbered 169, 173, 175, 176, 187, 238, 239, 243, 244, 245, 247, 255, 256, 257, 258, 272, 287, 288, 289, and 290 in the Book of Reference deposited in the Offices in the City of *Glasgow* and Town of *Paisley* respectively of the Principal Sheriff Clerks of the Counties of *Lanark* and *Renfrew* respectively, applicable to Railway No. 6. authorized by the firstly-recited Act, shall not be exercised after the First Day of *February* One thousand eight hundred and sixty-eight, unless the Company shall on or before that Date give to the respective Owners and Occupiers of the said Lands and Houses the Notices required by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," of the Intention of the Company to purchase or take the said Lands and Houses, or any of them; and if such Notices are not given on or before the First Day of *February* One thousand eight hundred and sixty-eight, the compulsory Powers of purchasing or taking the said Lands and Houses granted to the Company by the firstly-recited Act or this Act shall from and after that Date cease and determine so far as regards the said Lands and Houses, or such of them as to which the Notices shall not be so given.

Extension of Period for Completion of Works under firstly-recited Act.

29. The Powers of the Company for the Completion of the Railways and Works authorized by the firstly-recited Act in the County of *Lanark*, and the Periods limited by Sections Thirty-five and Thirty-six of the firstly-recited Act for the Construction of the Works thereby specially authorized, shall be extended and enlarged until the Expiration of the Twenty-ninth Day of *July* One thousand eight hundred and seventy; and on the Expiration of such extended Period

Period the Powers by the firstly-recited Act granted to the Company for making the said Railways and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that nothing herein contained shall limit the Period allowed by Section Thirty-eight of the firstly-recited Act for the making of the Passenger Station and the several Streets and Accesses therein referred to.

Extension of Time not to release Company from Forfeiture for Noncompletion of Railways.

30. The Extension of Time hereby granted for the Completion of the Railways and Works authorized by the firstly-recited Act shall not release the Company from the Provisions of Section Eighty-seven of that Act for securing the Completion of the same.

Inclination of Roads.

31. In altering for the Purposes of this Act the Road next herein-after mentioned the Company may, subject to the Provisions herein-after contained, make the same of any Inclination not steeper than the Inclination herein-after mentioned; (that is to say,)

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
		DEVIATION RAILWAY.	
98	City -	Proposed Street Diversion -	1 in 13.

Power to stop up certain Roads or Streets.

32. The Company may, subject to the Provisions herein-after contained, stop up or divert the following Roads or Streets; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
47	City - - -	Spoutmouth.
142	City - - -	Hunter Street.
196	City - - -	Fountain Street.
14	Barony - - -	Bluevale Street.

Company may divert certain Roads or Streets.

33. The Company may, subject to the Provisions herein-after contained, divert the following Roads or Streets; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
98	City - - -	Old Vennel.
112	City - - -	Blackfriars Street.

Provisions as to Bridgegate Street and Blackfriars Street.

34. The Company shall make the Deviation of *Bridgegate Street* and the Diversions of *Blackfriars Street* and *Old Vennel* by this Act authorized in the respective Lines and of not less than the respective Widths shown on a Plan subscribed by the Right Honourable the Lord

Redesdale, the Chairman of Committees of the House of Lords, and on such respective Levels and in other respects in such Manner as shall be agreed upon between the Engineer of the Company for the Time being (herein-after called "the Company's Engineer") and the Architect of the Lord Provost, Magistrates, and Council of the City of *Glasgow* for the Time being (herein-after called "the City Architect"), or, in case of Difference between them, as shall be fixed by an Engineer to be appointed on the Application of either of them by the Sheriff of *Lanarkshire*.

Provision for new Street in lieu of Diversion of Market Street.

35. The Company shall, if and when required by the Lord Provost, Magistrates, and Council of the City of *Glasgow* (herein-after called "the Corporation"), and in lieu of the Diversion of *Market Street* authorized by the secondly-recited Act, form a Street of not less than Forty Feet in Width on such Level and in other respects in such Manner as shall be required by the Corporation, commencing at the Southern End of that Portion of the Deviation of *Bridgegate Street* by this Act authorized which is on the Eastern Side of the crossing thereof by the Railway, and terminating at the Southern End of *Saltmarket Street* at its Junction with *Jail Square*: Provided always, that in that event the Corporation shall pay and relieve the Company of the Amount by which the Cost incurred by them in forming such Street shall exceed the Cost which would have been incurred by them in forming the said Diversion of *Market Street*, as the Amount of such Excess shall be ascertained by the Company's Engineer and the City Architect, or, in case of Difference between them, as the same shall be fixed by an Umpire to be appointed by them, or (failing Agreement between them in respect to such Appointment) by the Sheriff of *Lanarkshire* on the Application of either of them.

Provision as to Hunter Street.

36. The Company shall leave or construct in the present Line of *Hunter Street* an open Footway of not less than Sixteen Feet in Width on such Level and in other respects in such Manner as shall be agreed upon between the Company's Engineer and the City Architect, or, in case of Difference between them, as shall be fixed by an Engineer to be appointed as aforesaid.

Provision as to Spoutmouth Street.

37. The Company shall provide and construct, in substitution for that Part of the Street called *Spoutmouth*, which they shall stop up under the Authority of this Act, a Street or Passage of not less than Fifteen Feet in clear Width at all Points, with an Arch or Opening for such Street or Passage under the Railway of the same Width, and not less than Fifteen Feet in clear Height at all Points, all in such Line, on such Level, and in other respects in such Manner as shall be agreed upon between the Company's Engineer and the City Architect, or, in case

case of Difference between them, as shall be fixed by an Engineer to be appointed as aforesaid.

Provision as to Formation of Street across Monkland Canal.

38. In executing the Works for the Deviation of the *Monkland* Canal by this Act authorized the Company shall, if required by the Corporation, make Provision for the Formation of a Street or Road across the same by forming an Opening under the said Deviation and the Towing-path and Works to be constructed in connexion therewith, which Opening shall have a clear Width of not less than Forty feet and a clear Height of not less than Fourteen Feet throughout, and shall be formed at such Point and in other respects in such Manner as shall be agreed upon between the Company's Engineer and the City Architect, or, in case of Difference between them, as shall be fixed by an Engineer to be appointed as aforesaid: Provided always, that the Company shall give to the Corporation Six Months Intimation in Writing of the Time at which they intend to commence the Execution of the Works for the said Deviation, and that the Corporation shall, not less than Three Months before the Time of Commencement of the Execution of the said Works as thus intimated to them, give to the Company Notice in Writing if they require the Formation of the said Opening, and shall, if they require the Formation thereof, pay and relieve the Company of the whole Amount of the additional Expense which may be incurred by them in consequence of forming the said Opening, as such Amount shall be agreed upon or fixed in manner aforesaid.

Provision as to Bridge over Railway near Craigpark.

39. In order that the Railway may not interrupt the Communication through the Lands of *Craigpark* by means of a Street proposed to be formed between the Roads called the *Cumbernauld Road* and the *Town Mill Road* the Company shall, when required by the Corporation, construct at their own Expense a Bridge over the Railway at such Point as the Corporation shall direct, and of such Dimensions as will afford a clear Width for the said Street of not less than Fifty Feet, and shall, if and when required by the Corporation, make or enlarge such Bridge so as to afford a clear Width for the said Street of Seventy Feet: Provided always, that if the Corporation require the Company to make or enlarge such Bridge so as to afford a clear Width for the said Street exceeding Fifty Feet, they shall pay and relieve the Company of the additional Cost thus occasioned, as the Amount of such additional Cost shall be ascertained by Agreement between the Company's Engineer and the City Architect, or, in case of Difference between them, as the same shall be fixed by an Engineer to be appointed as aforesaid.

Provision as to Sword Street.

40. The Company shall not make the Inclinations of *Sword Street*, where that Street is altered under the Powers of this Act, steeper than One

One in Fifty on the Northern Side of the highest Point at the crossing of that Street by the Railway, and One in Eighteen on the Southern Side thereof.

Company not to diminish Width of Streets.

41. Where the Railway will pass under or over any of the Streets of the City of *Glasgow* the Company shall not diminish the Width of any of such Streets.

No Right of Property in Streets conferred on Company.

42. Nothing in this Act contained shall confer on the Company any Right of Property in any Street under the Jurisdiction or Control of the Board of Police of *Glasgow*, nor, except in so far as may be necessary for the Purpose of making, maintaining, and using the Railway, subject to the Provisions of this Act, shall anything in this Act contained alter, affect, or interfere with any of the Provisions of "The *Glasgow* Police Act, 1862," or of "The *Glasgow* Police Act, 1866," or of the Byelaws made or which may be made under the Authority of either of those Acts.

For the Protection of the Glasgow and Shotts Turnpike Road.

43. In carrying the Railway across the Turnpike Road under the Management of the *Glasgow and Shotts* Road Trustees where the same is numbered on the deposited Plans 60 in the *Barony* Parish of *Glasgow*, and 2 in the Parish of *Springburn*, it shall not be lawful for the Company to alter the Line or Levels or Width of the said Road; and in carrying the Railway across the said Turnpike Road where the same is numbered on the deposited Plans 16 in the *Barony* Parish of *Glasgow*, it shall not be lawful for the Company to alter the Line or Width of the said Road, nor to alter the Levels thereof in such a Manner as to make the Inclinations of the altered Portion of the same steeper at any Place than One in Thirty-four; and the Company shall erect and for ever maintain proper Screen Walls not less than Five Feet Six Inches in Height along the Sides of the Railway at and near both of the said Crossings, so as effectually to conceal the Engines and Carriages passing on the Railway from the View of Horses passing on the said Road, and to obviate as far as possible the Danger which might arise on the said Road from the Railway passing across and near the same; and if any Difference shall arise between the Company or their Engineer and the Trustees of the said Road or their Surveyor with respect to the said Screen Walls, or the Construction of any of the Works at the said Crossings, such Difference shall be determined by the Board of Trade on the Application of either Party.

For the Protection of the Cumbernauld Turnpike Road.

44. It shall not be lawful for the Company to enter upon or interfere with the Turnpike Road under the Management of the *Glasgow and Redburn Bridge* Road Trustees, commonly called the *Cumbernauld Road*, and numbered on the deposited Plans 22 in the Parish

Parish of *Springburn*, and 2 in the *Barony* Parish of *Glasgow*, except for the Purpose of carrying the Railway across the same at or near the Point of crossing shown on the deposited Plans; and it shall not be lawful for the Company to alter the Line or Width of the said Road, nor to alter the Levels thereof, at or for the Purpose of the said Crossing, in such a Manner as to make the Inclinations of the altered Portion of the same steeper at any Place than One in Fifty on the Northern Side of the highest Point at the said Crossing; and the Alteration of the said Road on the Southern Side of such highest Point shall be carried with a uniform Gradient as far Southward as can be done without interfering with the existing Houses on the Side of the said Road, and such uniform Gradient shall not at any Place be steeper than One in Twenty-five; and the Company shall erect and for ever maintain Screen Walls along both Sides of the Railway at and near the said Crossing, and also along the Side of the Railway nearest to the said *Cumbernauld Road* where the Railway runs for a considerable Length parallel to and near the said Road, of such Height and Construction and for such Distances as shall be necessary and proper for effectually concealing the Engines and Carriages passing on the Railway from the View of Horses passing on the said Road, and obviating as far as possible the Danger which might arise on the said Road from the Railway passing across and near the same; and if any Difference shall arise between the Company or their Engineer and the Trustees of the said Road or their Surveyor with respect to the said Screen Walls, or the Construction of any of the Works at the said Crossing, such Difference shall be determined by the Board of Trade on the Application of either Party.

For Protection of Market Trust.

45. Notwithstanding anything in this or the recited Acts contained, in constructing the Deviation Railway first above described, and the Variation of the authorized *Glasgow and Coatbridge* Railway, the Company and the *North British* Railway Company respectively shall be bound to form the same in Tunnel from the Western Side of *Bellgrove Street* through the *Cattle Market* to the Eastern Side of *Moore Street*, and shall execute the Works at the Sight and to the Satisfaction of the Architect of the Market for the Time being, and shall construct the same in such Lengths and Portions as may be agreed on by the respective Engineers of the Companies for the Time being and the said Architect, so as to occasion as little Interruption as possible to the carrying on of the Market; and in case of any Difference of Opinion arising between either of the said Engineers and the said Architect, such Difference shall be settled by an Arbitrator to be appointed by them, or, failing their agreeing in such Appointment, by an Arbitrator to be appointed by the Sheriff of the County of *Lanark* on the Application of the Company or of the Trustees of the said Market.

With reference to John Thomson's Property.

46. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for the *North British* Railway Company, to occupy any Part of the Property of *John Thomson*, Potter, *Annfield, Glasgow*, to the West of *Sword Street*, and North of a Line Twenty-five Feet North of the Northern Boundary of Railway Number 1. as authorized by the thirdly-recited Act, either for the Railway or for Spoil Banks or otherwise.

Further Provisions with reference to John Thomson's Property.

47. If the Company take any Portion of Ground belonging to the said *John Thomson* to the South of the said Line of the said Railway No. 1, and to the West of *Sword Street*, such Ground shall be taken so as to be bounded on the South by a Line parallel, or nearly so, to the said Line of Railway, and shall extend from *Sword Street* Westwards along the whole of the Property of the said *John Thomson*.

Communication North and South of Sword Street and Annfield Street not to be interrupted.

48. The Company and the *North British* Railway Company shall be bound, whenever called upon by the said *John Thomson* or his Heirs, to form Bridges or Arches across the Deviation Railway Number 1, and the Variation of the authorized *Glasgow and Coatbridge* Railway, of the same Width and in the same Line as *Sword Street*, and *Annfield Street*, so as not to interrupt the continuous Communication North and South of these Streets.

Protecting Works of Glasgow Water Commissioners acting under 18 & 19 Vict. c. cxviii.

49. Whereas the Mains and Pipes of the Commissioners acting under "The *Glasgow* Corporation Waterworks Act, 1855," (in this Act called "the Water Commissioners,") are laid along various Roads and Streets which will be crossed or interfered with by the Railways, and it may be necessary for the Purposes of this Act to interfere with the said Streets, and Mains and Pipes therein respectively: And whereas the Inhabitants of the City of *Glasgow* are supplied with Water by the Water Commissioners by means of the said Mains or Pipes: And whereas it is expedient that Provision be made for preventing any Interruption of the Supply of Water by the Water Commissioners to the Inhabitants of the said City: Therefore the following Provisions in that Behalf shall be binding on the Company and have full Effect; (that is to say,)

(A.) At least Twenty-one Days before the Company commence any Works, the Execution of which would in any way interfere with or affect any Part of the said Mains or Pipes, they shall give to the Water Commissioners Notice thereof in Writing, accompanied by Plans and Sections, Working Drawings, and Specifications, showing the Manner in which the proposed Works are to be executed at the said Points of crossing respectively, which shall include all Beams, Girders, Troughs, Culverts, and Masonry which may be necessary

necessary for conveying, supporting, and protecting the existing Mains or Pipes of the Water Commissioners, and any additional Pipes which may be laid by the Water Commissioners under the Powers of their existing Acts, together with all Scour Pipes and Air Valves which may be rendered necessary by the Operations of the Company, and also the Means, where any are required, of supporting, diverting, or protecting the Pipes during the Operations of the Company, which Plans and Sections shall be approved of by the Commissioners Engineer previous to the Works of the Company being commenced, or in the event of any Difference of Opinion between the said Engineer and the Engineer of the Company, such Difference shall be settled by an Arbitrator to be appointed by the Sheriff of the County of *Lanark*, and the Expense of such Arbitration shall be paid by the Company:

(B.) Before any Mains or Pipes are in any way interfered with to the Effect of interrupting the Supply of Water through the then existing Mains, there shall be laid down Mains or Pipes of Dimensions not less than the Mains or Pipes which are to be so interfered with, and having Junctions at each End thereof with the then existing Mains or Pipes, so as to provide for the uninterrupted Supply of Water for all Purposes during the Execution of the Works as fully and freely as if the then existing Mains and Pipes were not interfered with:

(C.) When the Mains and Pipes so interfered with are replaced, and the Roadways over the same are made good, any temporary Mains or Pipes which may have been inserted shall be disconnected from the then existing Mains; and when the full and free Flow of Water for all Purposes through the Mains so replaced shall be restored, such temporary Mains and Pipes may be removed:

(D.) The Works approved of by the Engineer of the Water Commissioners or such Arbitrator, so far as they interfere with or affect any of the Works or Water Supply of the Water Commissioners, shall be executed by the Water Commissioners, or by such Persons as they shall think fit, and under the sole Direction of their Engineer; and during the Progress of those Works the said Engineer may, if he think fit, execute any incidental Works which he deems requisite for the Protection of the Water Commissioners in accordance with this Section:

(E.) If the Water Commissioners for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting the

the said Mains or Pipes, or any of them, or for Ten Days after such later Day as the Company, by Notice in Writing to the Water Commissioners, may have named for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company at their own Expense may remove, alter, or otherwise interfere with the said Mains or Pipes, or any of them, in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the Water Commissioners:

(F.) The Company shall pay to the Water Commissioners the Amount of all reasonable Costs, Charges, and Expenses incurred by the Commissioners in or about or in any way relating to the Works so executed by them, including a reasonable Sum as Remuneration to their Engineer for his Services in that Behalf.

Water Commissioners not liable for Damage arising from Mains, &c.

50. The Water Commissioners shall not be liable for any Damage or Injury done to the Works of the Company, or to any of the Roads or Streets crossed by the Railways, or otherwise howsoever, by reason of any of the Works executed under this Act or consequent on the Execution thereof, and the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of all such Damages or Injury, unless such Damage or Injury shall have been occasioned by the Default or Neglect of the Water Commissioners, or their Agents, Officers, Workmen, or Servants.

Water Commissioners may repair Accidents to Pipes.

51. If at any Time any Accident shall occur to the Mains and Pipes belonging to the Water Commissioners at or near any of the said Points of crossing, in respect of which it may be necessary to interfere with any of the Works of the Company, the Water Commissioners may immediately repair the said Mains or Pipes in such Manner as to occasion as little Delay and Inconvenience as may be to the Traffic of the Railways of the Company: Provided always, that the Water Commissioners shall, either before or as soon as practicable after the Commencement of such Repair, give Notice thereof to the Company: Provided also, that the Company, on the Occurrence of any such Accident, may repair any Damage that may be thereby caused to the Railways, so far as the same can be repaired without interrupting the Repair of the said Mains or Pipes.

Water Commissioners not to be liable for

52. The Water Commissioners shall not be liable for any Loss or Damage which may happen to the Railways or Works connected therewith, or to the Rolling Stock used, or to the Passengers or Goods conveyed

conveyed upon the Railways, by reason of any Accident which may at any Time happen to the said Mains or Pipes at or near any of the said Points of crossing, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic on the Railways during the Repair of the said Mains or Pipes which may be necessary in consequence of such Accident, but the Company shall indemnify them and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss.

Damage arising from such Accidents.

53. Nothing in this Act shall prevent the Water Commissioners from laying from Time to Time as they think proper additional Pipes for the Purposes of the said Waterworks at or near the said Points of crossing, and within the Area of the said Streets and Roads where the same are crossed by the Railways, and the Water Commissioners shall not be liable for any Damage to the Railways or Works connected therewith, or for any Stoppage of the Railways or Loss of Traffic thereon, that may be caused by the laying of such additional Pipes at or near the said Points of crossing, but the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss, and the Water Commissioners shall give to the Company Twenty-one Days Notice in Writing, accompanied by Plans, Sections, and Specifications showing the Manner in which such additional Mains or Pipes are to be laid, before commencing the laying of such additional Pipes, and shall complete the same with all reasonable Despatch: Provided always, that the Company shall be entitled to execute such Works as they may think necessary to secure the Railways from Injury and prevent Interruption to the Traffic thereon during the laying of such additional Pipes, but so that such Works shall not interrupt the laying of those Pipes: Provided also, that the Works necessary for laying such additional Pipes by the Water Commissioners at the said Points of crossing respectively, and the Works necessary to secure the Railways and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of previously to the Commencement of any such Works by the Engineers for the Time being of the Water Commissioners and of the Company respectively, or in case of Difference then according to a Plan to be so approved of by an Arbitrator to be appointed by the Sheriff of the County of *Lanark* on the Application of either Party.

Commissioners may lay additional Pipes.

54. Should it be necessary for the Company to interfere with or alter the Surface of any Road or Street in which any Main or Pipe of the Water Commissioners is or may be laid, the Company shall be bound to leave not less than Three Feet of Covering from the Surface of the Road over every Main or Pipe so altered or interfered with.

Further Provision as to Interference with Pipes.

Reserving Provisions of 8 & 9 Vict. c. 33.

55. The special Provisions herein contained for the Protection of the Water Commissioners and the Waterworks shall not be deemed to supersede or dispense with the Provisions of Sections Eighteen to Twenty-three, both inclusive, of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," but those Provisions respectively, except in so far as they may be inconsistent with any of the special Provisions herein contained, shall be and remain in full Force and Effect.

Provision as to Diversion of the Monkland Canal belonging to the Forth and Clyde Navigation.

56. The Company before they shall enter upon or interfere with the said *Monkland* Canal, or the Lands or other Works belonging to the Company of Proprietors of the *Forth and Clyde* Navigation (herein-after called "the Canal Company"), shall comply with the following Provisions, and construct the Works and do the other Acts herein-after specified:

1. The said Diversion of the said Canal shall be at least Fifty Feet in Breadth at the Surface through its whole Course, and Seven Feet in Depth, with a Wall in the Towing-path Slope of the said diverted Canal, or the Company shall set such Towing-path Slope with Flagstones similar to the Flagstone Facing in the existing Canal, and the said Canal shall be as capable of conveying the Trade of the Canal as speedily and advantageously as the present Line of the said Canal where so diverted:
2. A proper Towing-path shall be constructed of at least Fifteen Feet in Breadth from the Margin of the Canal to a Stone Wall to be built by the Company along the outward Side of the Towing-path:
3. The Canal Wharves which shall be removed by the Diversion of the Canal shall be replaced by Wharves to be constructed by the Company on the diverted Canal, and such Wharves shall be in all respects as efficient as the Wharves on the existing Canal:
4. The Aqueduct to carry the diverted Canal over the Railway, besides giving the Canal and Towing-path of the Breadth before specified, shall be constructed so as to extend so far to the Northward as to give Twelve Feet of level Bank for a Road or Path between the Water of the Canal and the Northern Parapet of the Aqueduct:
5. The Company shall legally vest in the Canal Company the Ground on which the diverted Canal and Works shall be formed:
6. The existing Canal shall remain open up to Points 180 Yards or thereabouts West, and 200 Yards or thereabouts East, measuring respectively along the centre Line of the Canal, from the Point where the centre Line of the Railway is intended to cross the present Line of Canal, and the Portion

so

so remaining open shall continue the Property of the Canal Company:

7. The permanent Diversion of the Canal, and all the Works in connexion therewith and relative thereto, including Towing-paths and Accesses, shall be completed within Two Years from the passing of this Act:

8. The Diversion of the Canal and the Works connected therewith, including the Towing-paths, Wharves, Accesses, and other Works, shall be executed at the Sight and to the Satisfaction of *John Frederick Bateman*, Civil Engineer, *London*, or *James Leslie*, Civil Engineer in *Edinburgh*, and, failing both of them, of an Engineer to be appointed by the Company and the Canal Company; and if on being filled with Water the said Diversion shall remain free from any Leakage for Two Months, or other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the said Canal as the said Diversion is substituted for may be closed, except as herein specified:

9. All the said Works shall be executed at the Expense of the Company according to the Plans to be approved by the said Engineer, and the Company shall also pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works.

The Works to be completed and upheld at the Risk of the Railway Company.

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

Works of Company not to impede Traffic on Canal.

58. If the said Diversion of the said Canal, or the 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

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.

Provisions as to Leakage and Repair of Canal.

59. If there shall be any Leakage in the said Diversion of the said Canal, or if the said Diversion and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not within Twenty-four Hours after written Notice of such Leakage or Disrepair to the Chairman or Secretary of the Company forthwith proceed to execute the Works necessary for the Removal of such Leakage, or for completely repairing the said Diversion of the Canal and Works connected therewith, then the Canal Company are hereby empowered to perform all such Operations as may be necessary for any of the above Purposes at the Risk of the Company, and that without Prejudice to the Right of the Canal Company to recover the Amount of all actual Damage which may be done by such Leakage or Disrepair, or in their Option liquidated Damages, at the Rates 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 Expense 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.

Saving Rights of Forth and Clyde Navigation Company.

60. 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, Canal, or other Works of the Canal Company, or to alter the Line of the said Canal or Towing-path, except as herein provided, or to alter the Level or reduce the Breadth of the Canal or Banks or Towing-path, or any Part thereof, or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing-path, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal, or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof; and it shall not be lawful for the Company in constructing the Railway

under

under the said Canal to leave less than a clear Depth in the said Canal of Seven Feet below the Top-water Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of the firstly and secondly recited Acts or of this Act for constructing and from Time to Time repairing and maintaining their Railway where it shall pass under the said Canal.

Vesting Deviation of Monkland Canal in the Company of Proprietors of that Canal.

61. The Deviation of the *Monkland* Canal hereby authorized, when completed, shall vest in and belong to the *Forth and Clyde* Canal Company for all the Estate and Interest of the Company therein, and be deemed to be and become a Part of their Undertaking, and subject to the Provisions of the several Acts regulating the same.

Security for Completion of Railway.

62. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Four thousand eight hundred Pounds, being Eight *per Centum* upon Sixty thousand Pounds, being the estimated Cost by which the Railways by this Act authorized exceeds the estimated Expense of the Portion of the Railways of the Company by this Act directed to be abandoned, has been deposited with the Court of Exchequer in *Scotland* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Four thousand eight hundred Pounds so deposited as aforesaid, or the Interest or Dividends upon such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as hereinafter mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway hereby authorized to be made, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be

be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Four thousand eight hundred Pounds shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor or Assistant Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Four thousand eight hundred Pounds if the Company shall not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor or Assistant Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor or Assistant Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Notice to be given by Company of taking Houses of Labouring Classes.

63. 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 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.

64. The

64. The Company shall abandon the Construction of the following Portions of the Railway and Works authorized by the firstly and secondly recited Acts; (that is to say,)

Parts of authorized Railway and Works to be abandoned.

First, the Portion of the Railway No. 1. authorized by the firstly-recited Act between the Commencement and the Termination of the substituted Line of Railway by this Act authorized:

Secondly, the Deviation of the *Monkland* Canal and the widening of *Ark Lane* authorized by the secondly-recited Act:

Thirdly, the Railway No. 8. authorized by the firstly-recited Act.

65. The *North British* Railway Company shall abandon the Construction of the Railway and Works secondly described in and authorized by the thirdly-recited Act.

Portion of Coatbridge Railway to be abandoned.

66. The Abandonment by the Company or the *North British* Railway Company, under the Authority of this Act, of any Portion of any Railway or Works 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 or the *North British* Railway Company, as the Case may be, 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 or the *North British* Railway Company, as the Case may be, 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 Lands of any of the Powers contained in the last-mentioned Act or the recited Acts.

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

67. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company or the *North British* Railway Company respectively 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 or the *North British* Railway Company, as the Case may be, 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

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

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.

New Lines of Railway to be Part of the Company's Undertaking.

68. Subject to the Provisions herein contained, the Lands and Property from Time to Time acquired by the Company under this Act, and the Lines of Railway and Works by this Act authorized, shall for all Purposes of Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking, Railway, Works, and Property of the Company, as if the Company had by "The *City of Glasgow Union* Railway Act, 1864," been authorized to acquire, make, and maintain the same.

Power to Glasgow and South-western Company to raise Money for additional Subscription to Company.

69. The subscribing Company may from Time to Time raise for the Purposes of their Subscription to the Company any Sums of Money not exceeding in the whole the Amount which the subscribing Company may as aforesaid agree to subscribe, by the Creation and issue of new Ordinary Shares or Stock and new Preference Shares or Stock in their Capital, or, at the Option of the subscribing Company, by any of those Modes; and the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the following Matters, (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 of Shares for Nonpayment of Calls;
The Remedies of Creditors of the Company against the Shareholders;
The Consolidation of the Shares into Stock;
The General Meetings of the Company and the Exercise of the Right of voting by the Shareholders;
The making of Dividends; and
The giving of Notices;

And Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," shall extend and apply to the subscribing Company and to the additional Capital which they are by this Act authorized to raise.

Shares of subscribing Company not to issue until One Fifth paid up.

70. The subscribing Company shall not issue any Shares under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof, but the subscribing Company shall not issue any Certificate or register any Transfer of any Stock until the Stock in respect of which the Certificate is issued or Register made is fully paid up.

71. All

71. All Monies which the subscribing Company may raise under the Powers of this Act shall be applied for the Purposes of the before-mentioned Contribution only.

Application of Monies raised by subscribing Company.

72. The subscribing Company may, by Writing under their Common Seal, from Time to Time appoint some Person or Persons to attend any Meeting of the Company, and such Person or Persons shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the subscribing Company.

Votes of subscribing Company at General Meetings.

73. Nothing in this Act contained shall affect the Rights of the present Town Clerks of *Glasgow*, or preclude them, as Statutory Keepers of the Register of Sasines of the Burgh, from exacting the same Fees in respect of or in lieu of expeding Infeftments, or recording Conveyances of heritable Subjects therein, that they were legally entitled prior to the passing of this Act to exact in respect of such Infeftments, or Conveyances or Transmissions of such heritable Subjects.

Saving Rights of present Town Clerks of Glasgow.

74. The Company and the subscribing Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing by them respectively, 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 or the subscribing 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."

Interest not to be paid on Calls paid up.

75. The Company or the subscribing Company shall not, out of any Money by this 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 or the subscribing Company to construct any other Railway, or execute any other Work or Undertaking.

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

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

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

by any Act relating to those Railways respectively authorized, or the Rates for small Parcels thereby authorized.

Expenses of Act.

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

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