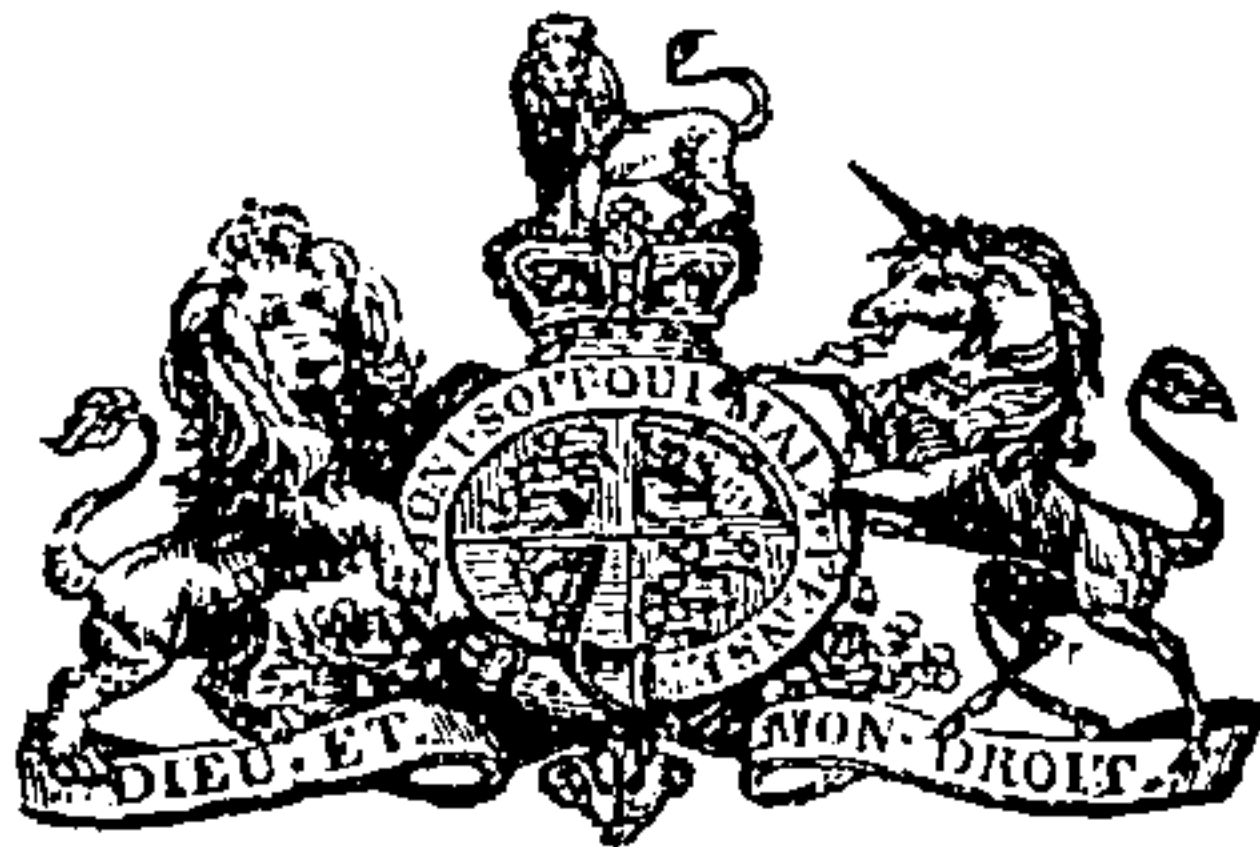


[43 & 44 VICT.] *Cathcart District Railway Act*, 1880. [Ch. ccix.]



### CHAPTER ccix.

An Act to authorise the construction of Railways in and near to the District of Cathcart, on the south side of Glasgow; and for other purposes. [7th September 1880.] A.D. 1880.

**W**HEREAS the construction of the railways herein-after described and by this Act authorised would be of public and local advantage:

And whereas the persons herein-after named, with others, are willing, at their own expense, to execute the undertaking, and it is expedient that they should be incorporated into a company, and that the powers herein-after contained should be conferred on them for that purpose:

And whereas it is farther expedient that the Company on the one hand and the Caledonian Railway Company and the Glasgow and South-western Railway Company, or either of them, on the other hand, should be empowered to enter into and carry into effect working and other agreements:

And whereas plans and sections showing the lines and levels of the railways by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk of the county of Lanark, at his office at Glasgow, and with the principal sheriff clerk of the county of Renfrew, at his offices at Paisley and Greenock respectively, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

[Ch. ccix.] *Cathcart District Railway Act, 1880.* [43 & 44 VICT.]

A.D. 1880. with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as the Cathcart District Railway Act, 1880.

Incorporation of General Acts.  
8 & 9 Vict. c. 17.  
26 & 27 Vict. c. 118.  
32 & 33 Vict. c. 48.  
8 & 9 Vict. c. 19.  
23 & 24 Vict. c. 106.  
8 & 9 Vict. c. 33.  
26 & 27 Vict. c. 92.

2. The Companies Clauses Consolidation (Scotland) Act, 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869, the Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the railways" means the railways by this Act authorised.

Incorporation of Company.

4. George Browne and William Giffen Lindsay, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Cathcart District Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described, with all proper stations, junctions, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes. The railways herein-before referred to and authorised by this Act will be situate in the counties of Renfrew and Lanark, and are—



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1. So much of Railway No. 1 shown on the deposited plans as lies between a point in the parish of Cathcart in the county of Renfrew, seven yards, or thereabouts, measured in an easterly direction, from the centre of the turnpike road leading from Glasgow to New Cathcart, at the point of junction therewith of the statute labour road known as the Newlands Road leading from the said turnpike road and passing by the Cathcart Dye Works, occupied by John Geddes and Sons, westward towards Pollokshaws, and the termination of Railway No. 1, as shown on the deposited plans, in or near to the village of Strathbungo, in that part of the parish of Govan situate in the county of Renfrew. The said portion of railway, which is herein-after called "Railway No. 1," will be one mile seven furlongs six chains and six yards, or thereabouts, in length, and will commence at a point one mile seven furlongs four chains and twelve yards, or thereabouts, from the commencement of Railway No. 1, as shown on the deposited plans.

2. A railway (No. 2) two furlongs eight chains and eleven yards, or thereabouts, in length, commencing by a junction with Railway No. 1, by this Act authorised, at its termination, and terminating in the burgh of Glasgow, and in that part of the parish of Govan situate in the county of Lanark, by a junction with the central station line of the Caledonian Railway leading to the central station of the Caledonian Railway Company, Gordon Street, Glasgow.

3. A railway (No. 3) one furlong four chains and eight yards, or thereabouts, in length, commencing by a junction with Railway No. 1, by this Act authorised, at its termination, and terminating in the burgh of Glasgow, and in the said part of the parish of Govan situate in the county of Lanark, by a junction with the Glasgow and Kilmarnock joint line of railway.

6. The capital of the Company shall be one hundred and seventy-five thousand pounds, in seventeen thousand five hundred shares of ten pounds each.

Capital.

7. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Shares not to be issued until one fifth paid.

8. 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

Calls.

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A.D. 1880. — 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.

Receipt  
clause in case  
of persons  
not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate, or of his tutor, or curator, or curator bonis, shall be a sufficient discharge to the Company.

Power to  
divide  
shares.

10. Subject to the provisions of this Act, the Company, with the authority of three fourths 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 from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share;" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on  
half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend after such rate, not exceeding six pounds per centum per annum, as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on  
preferred  
shares to be  
paid out of  
the profits of  
the year only.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, 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.



13. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

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Half shares to be registered and certificates issued.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Terms of issue to be stated on certificates.

15. The provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon with interest.

Forfeiture of preferred shares.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred shares not to be cancelled, &c.

17. The several half shares under this Act shall be half shares in the capital of the Company; and every two half shares (whether preferred or deferred, or one of each), held by the same person, shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents, as attach and are incident to an entire share.

Half shares to be half shares in capital.

18. The Company may, from time to time, borrow on mortgage any sum not exceeding in the whole fifty-eight thousand three hundred and thirty pounds; but no part thereof shall be borrowed until the whole capital of one hundred and seventy-five thousand pounds is 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

Power to borrow on mortgage.

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capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share 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 persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or 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.

Appoint-  
ment of a  
judicial  
factor.

19. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a judicial factor. In order to authorise the appointment of a judicial factor in respect of arrears of principal, 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.

Debenture  
stock.

20. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application  
of moneys.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First and  
subsequent  
ordinary  
meetings.

22. The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of March or April, and September or October, and all meetings of the Company, whether ordinary or extraordinary, shall be held in Glasgow, or in such other place as the directors may from time to time appoint.

Quorum of  
meetings.

23. The quorum of every general meeting of the Company shall be ten shareholders, holding in the aggregate not less than five thousand pounds in the capital of the Company.

Number of  
directors.

24. The number of directors shall be four, but the Company may reduce the number, provided that the number be not less than three.



**25.** The qualification of a director shall be the possession in his own right of not less than fifty shares.

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Qualification  
of directors.

**26.** The quorum of a meeting of directors shall be three unless the number of directors is reduced to less than four, and then and so long as the number shall continue to be less than four the quorum shall be two.

Quorum of  
directors.

**27.** George Browne and William Giffen Lindsay, and two other persons nominated by them and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy, may either continue in office the directors appointed by this Act and nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act and nominated as aforesaid, being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present, in person or by proxy, shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

First  
directors.

Election of  
directors.

**28.** The domicile of the Company, with reference to all judicial proceedings or actions at law, shall be held to be in Glasgow.

Domicile of  
the Company.

**29.** 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, shall not exceed two acres.

Lands for  
extraordi-  
nary pur-  
poses.

**30.** Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, servitude, right, or privilege not being an easement of water required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, or feu duties, so far as the same are applicable in this behalf, shall extend and

Power to  
take ease-  
ments, &c.  
by agree-  
ment.

A.D. 1880. apply to such grants and to such easements, servitudes, rights, and privileges as aforesaid respectively.

Notice to be given of taking houses of labouring classes.

**31.** 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 the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Accommodation to be procured for persons of the labouring classes to be displaced.

**32.** Before displacing any person or persons belonging to the labouring classes, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to take, the Company shall (unless they and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation, such question shall be determined by the sheriff.

Period for compulsory purchase of lands.

**33.** 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.

Regulations as to interferences with Glasgow and Kilmarnock Joint Line.

**34.** Notwithstanding anything contained in this Act, the Company shall, in the construction of Railway No. 2 and Railway No. 3, in so far as the same interfere with or affect the railway known as the Glasgow and Kilmarnock Joint Line (herein-after called "the joint line"), or any of the other works and lands which belong to the Caledonian Railway Company and the Glasgow and South-western Railway Company (herein-after called "the two companies") jointly, and are under the management of the Glasgow and Kilmarnock Joint Line Committee, herein-after called "the joint line committee," (which joint line works and lands are herein-after called "the joint line works and lands,") observe and comply with the following provisions, unless with the previous consent in writing of the two companies; and the Company shall not without such consent enter upon, use, or interfere with any part of the joint line works and lands, further or otherwise than in accordance with those provisions; that is to say,

(1.) The junction of Railway No. 3 with the joint line shall not be deviated to the south-west of that junction as shown on the deposited plans, but shall if required by the two companies, be



formed at any point that may be fixed by them between that junction, as shown on the deposited plans, and the bridge to the north-east thereof, by which the Pollokshaws Road is carried over the joint line. A.D. 1880.

- (2.) The levels of the joint line shall not be interfered with.
- (3.) Railway No. 2 shall be carried in tunnel or covered way under the whole width of the joint line works and lands; and the Company shall during the construction, and until the completion of that portion of Railway No. 2, and of the said tunnel or covered way, maintain the joint line, and the existing siding connected therewith, and any additional sidings that may be made alongside that siding, so far as affected by the said railway and tunnel or covered way, at their present levels respectively (or as respects the said sidings, and if so required at the lowered level herein-after mentioned), and in good, safe, and sufficient working order and condition, and shall on the completion of the said tunnel or covered way restore the surface of the ground interfered with by them to the level thereof previously to the commencement of such interference.
- (4.) Railway No. 2 and the said tunnel or covered way shall be formed so that in all time after the completion thereof the joint line over the same and any improvements thereof or additions thereto which the two companies may make may be safely and efficiently maintained, worked, and used at the present level of the joint line, or at any higher level which the two companies or the joint line committee may think fit, and so that the said sidings may, if the two companies or the joint line committee think fit, be lowered to any level not lower than that of the joint line adjoining thereto, and may in all time coming be safely and efficiently maintained, worked, and used at their original or at any such lowered level.
- (5.) The Company shall not, unless required to do so as herein-after provided, take any part of the joint line works and lands, but may in the manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, with respect to the purchase and taking of lands, purchase and take an easement or wayleave over so much thereof as may be necessary for carrying under the same in manner aforesaid Railway No. 2, with not more than a double line of rails, and for making a junction therewith of Railway No. 3, in the manner shown on the deposited plans and sections.
- (6.) The Company shall make compensation to the two companies in the manner provided by the Railways Clauses Consolidation (Scotland) Act, 1845, for all loss and damage which

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the two companies or the joint line committee may sustain by the Company's interference with the said sidings under the powers of this Act; and if the two companies think fit they may at any time after the formation of Railway No. 3, but before the expiration of twelve months after the completion thereof, require the Company to purchase and take, and in that event the Company shall purchase and take in the manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, the whole, or so much as the two companies may think fit, of the land belonging to the two companies lying between the western side of Railway No. 3, where it passes through the joint line works and lands, and the Pollokshaws Road, where it crosses the joint line to the north-eastward thereof.

- (7.) All the works of the Company, both temporary and permanent, so far as passing through or in any manner interfering with any of the joint line works and lands, shall be of such design and materials as shall be approved of by the engineer for the time being of the joint line committee, and shall be constructed and completed under the superintendence and to the reasonable satisfaction in all respects of such engineer, and according to working plans, sections, and specifications to be submitted to and approved of by him previously to the commencement of such works; and the whole of such works shall be completed and the ground restored as aforesaid, within six months after the commencement of any part of such works, and all costs, charges, and expenses incurred to or by such engineer in relation to the matters aforesaid shall be paid by the Company.
- (8.) All the works of the Company shall be made and for ever maintained, and all operations connected therewith shall be conducted in such manner as to maintain uninjured the stability of the joint line and of any other works of the two companies, and so as to cause as little interruption, impediment, or inconvenience to the traffic thereon as may be; and if in the construction or maintenance of any of the works of the Company any injury be caused to the joint line, or to any other works of the two companies, or any interruption, impediment, or inconvenience be occasioned to the traffic thereon, the Company shall pay all damages arising from such injury, interruption, impediment, or inconvenience.
- (9.) If the two companies should at any time or times hereafter think fit to lay additional lines of rails at or near the point of junction of Railway No. 3 with the joint line, the



Company shall, if required, permit the two companies to make, at their own cost, such alterations of or additions to the said railway as may be necessary for connecting the same with such additional lines of rails, either in substitution for or in addition to the junction authorised by this Act with the joint line as now existing; and the junction of the said railway, with such additional lines of rails, shall be subject to the same provisions in all respects as the junction of the said railway by this Act authorised with the joint line as now existing: Provided always, that such alterations or additions shall be constructed and completed with all reasonable despatch, and so as to cause as little interruption or inconvenience as may be to the traffic of the Company.

- (10.) If any difference shall at any time arise between the two companies, or the joint line committee, or their engineer, and the Company or their engineer, with respect to any of the matters referred to in this section, the settlement of which is not otherwise herein-before provided for, such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of any of the said parties, and the decision of such engineer, including the determination by him of all questions of costs of the reference, shall be final and conclusive.

**35.** With respect to the taking for the said Railways Nos. 1, 2, and 3 of certain portions of the estates of the Lord Provost, magistrates, and council of the city of Glasgow (in this section called the corporation), the following provisions for the protection of the corporation shall have effect and be binding on the Company; (that is to say,)

Protection  
of the  
Corporation  
of Glasgow.

If the Company shall give the notice herein-after mentioned the Company shall acquire—

- (1.) For the purposes of Railways Nos. 2 and 3 and relative works that portion of the lands of Coplawhill which is coloured red on duplicate plans, signed with reference hereto by the Right Honourable Lyon Playfair, the Chairman of Ways and Means, and the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, one copy being retained by the corporation, and the other deposited in the Private Bill Office of the House of Commons (and which plans are herein-after referred to as the signed plans), and which portion of land extends to fourteen thousand eight hundred and seventy-eight square yards or thereby; and

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- (2.) For Railway No. 1 and relative works that portion of the lands of Pathhead which is coloured red on the signed plans in so far as to be used for the railway, and coloured blue in so far as to be used for the purpose of the diversion of Cathcart Road and continuation of Queen's Drive to the said diversion as herein-after mentioned, and which lands so coloured red and blue respectively extend to thirteen thousand seven hundred and twelve square yards, or thereby.
- (2.) For these lands and for all intersectional and other damages of every kind done to the property of the corporation the Company shall pay to the corporation in respect of their interests therein as owners, the sum of thirty-six thousand pounds sterling, subject to deduction at the rate of twenty years purchase of the portion of any ground annual or feu duty affecting the properties, and the said price shall be payable on the lapse of three weeks from the date of written notice being given by the Company or their solicitors to the corporation, that possession of the ground is required, and shall bear interest in favour of the corporation at five per centum per annum from the date of payment till paid.
- (3.) The corporation shall free and relieve the Company of such proportion of the sum which the Company may have to pay to John Paterson, one of the tenants of the corporation, under the existing agreement with him in respect of the lease held by him as such proportion may be fixed by the city architect for the time being and Thomas Binnie, valuator, Glasgow, such proportion not to exceed four hundred pounds. The corporation shall also be bound to relieve the Company from all claims of other tenants, provided the Company shall give at least six months notice previous to the first day of October in any year of the time within which they require any lands in respect of which such claims exist: Provided that this stipulation shall not alter or relieve the Company of the before-mentioned obligation as to the time of payment of the price of the lands to be purchased by them as aforesaid.
- (4.) In addition to the lands before mentioned, the Company shall, if the notice herein-after mentioned be given, acquire the portion of ground belonging to the corporation lying to the east of the central line of the street leading northwards from Nithsdale parish road to the street marked on the signed plans No. 1 in progress of formation between Strathbungo Station and Pollokshaws Road, and for which portion of ground the Company



shall pay to the corporation the sum of three hundred pounds within three weeks after such notice is given.

- (5.) There are hereby reserved to the corporation the right to the minerals in the respective properties to be acquired by the Company as aforesaid, according to the provisions of the general Acts relating to railways, and also the power, without payment or any compensation, to form sewers under any portion of the said properties to be so acquired by the Company or to be occupied by any portion of the said railways, station, and other works, but so as not to impede or interfere with the using of the railways and works or the traffic thereon for any greater length of time or in any other manner than shall be necessary for the execution of the works, and that at the sight and to the satisfaction of the master of works of the corporation and the engineer of the company for the time being, and in the event of their differing in opinion to the sight and satisfaction of an engineer to be named by the sheriff of Lanarkshire, on the application of either party.
- (6.) The Company shall, at their cost and expense, carry the road marked No. 1 on the signed plans over the Railway No. 2 and the Railway No. 3 by a bridge of the width of seventy feet between the parapets, and they shall also carry the road marked 2 on the signed plans over the proposed Railway No. 2 by a bridge of the width of sixty feet between the parapets. The Company shall also, at their cost and expense, form the roadways and footpaths over the said bridges, and the said bridges, roadways, and footpaths shall be constructed to the reasonable satisfaction of the city architect for the time being.
- (7.) The Company shall form in the centre of the said road marked 1 on the signed plans, so far as the same passes through the land to be taken by them, a sewer at a depth of not less than thirteen feet below the finished level of the said road, and of a capacity equivalent to a circle three feet in diameter inside, to form the means of drainage for the lands lying to the east of Railway No. 3, and shall also form in the street marked No. 2 on the signed plans a sewer communicating with the Kinning-house Burn of a capacity equivalent to a circle two feet in diameter inside. The Company shall, in addition to the said sewers, make sufficient provision for draining their own works so far as these are situated within the municipal boundaries of the city of Glasgow, so as to prevent the accumulation of water at any point therein.

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- (8.) If in constructing the said Railway No. 1 the Company shall alter the line or levels as shown on the deposited plans and sections, and in consequence thereof the quantity of land belonging to the corporation required to be taken by the Company, as shown on the signed plans, shall either be increased or diminished, the Company shall pay or receive deduction, as the case may be, for such increase or diminution at the rate of twenty shillings per square yard; and if in constructing the Railway No. 2 and the Railway No. 3 the Company shall require from the corporation any land in addition to that herein-before specified, the Company shall pay for the same at the rate of thirty shillings per square yard.
- (9.) The Company shall not execute the diversion of Cathcart Road as shown on the deposited plans, but in lieu thereof they shall form a new road from Queen Mary Avenue to the Hangingshaw Road, at Clincart Toll, in the line shown on the signed plans, and numbered 3. The gradients of the said road shall not exceed an inclination of one in thirty. The Company shall also form a new road connecting the road last mentioned with the Queen's Drive, as shown on the signed plans, and marked No. 4, with gradients not exceeding one in twenty. The width of these roads shall be not less than forty feet, and the Company shall construct the bridge carrying the said new road marked No. 4 on the signed plans over Railway No. 1 of the same width and of a design to the reasonable satisfaction of the city architect for the time being.
- (10.) The Company shall not exercise any of the powers to construct Railway No. 1 through the lands of Pathhead until they shall have first effected the diversion of the Cathcart Road as herein-before provided.
- (11.) The Company shall not, except with consent of the corporation in writing, deviate the centre line of Railway No. 1, and road between Queen Mary Avenue and the Hangingshaw Road, as shown on the signed plans, westward to an extent exceeding one hundred feet from the said centre line of railway, as delineated on the deposited plans, where the same intersects the north boundaries of the corporation lands of Pathhead, nor eastward to an extent exceeding fifty feet, as delineated on the deposited plans, at the said Hangingshaw Road, all as shown by dotted lines on the signed plans.
- (12.) The quantity of ground proposed to be used in the formation of the roads Nos. 3 and 4 through the lands of Pathhead,



and coloured blue on the signed plans, is assumed to be six thousand eight hundred and forty-four square yards, and the same is included in the thirteen thousand seven hundred and twelve square yards before mentioned. Should this assumed quantity be increased or diminished, the Company shall pay or receive a deduction from the corporation, as the case may be, for such increase or diminution at the rate of ten shillings per square yard. No part of the existing Cathcart turnpike road shall be included in the measurement of the land for which the Company are to pay.

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(13.) So soon as the diversion of the Cathcart Road hereby authorised is effected, the portion of the existing turnpike road lying between the Queen's Drive and the Hangingshaw Road shall, so far as not required for the railway works and the proposed road, be vested in the Lord Provost, magistrates, and council of the city of Glasgow, acting in the execution of the Glasgow Public Parks Act, 1878, and become their own absolute property.

41 & 42 Vict.  
c. lx.

(14.) The bridge by which it is proposed to carry the Hangingshaw Road over Railway No. 1 shall be constructed by the Company of a width equal to that of the roadway and foot-paths as proposed to be improved, but not exceeding fifty feet between the parapets.

(15.) Where the Railway No. 1 crosses the lands of Pathhead to the west of the Cathcart Road, Railway No. 1 shall be fenced and enclosed with a cast-iron railing, to the reasonable satisfaction of the city architect for the time being; all the other portions of the works shall be enclosed by stone walls or fences of such height and character as may be determined between the city architect and the engineer for the Company, both for the time being, and in the event of their differing in opinion, by a competent person to be named by the sheriff of Renfrewshire.

(16.) The foregoing provisions for the protection of the corporation shall not be in substitution of but in addition to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts, 1860, and 1869, and the Railways Clauses Consolidation (Scotland) Act, 1845, and the Railways Clauses Act, 1863, except in so far as the same may be inconsistent with the said foregoing provisions of this section, or in so far as the last-mentioned provisions provide for works in substitution for those which the corporation would, under those Acts, have been entitled to claim.

32 & 33 Vict.  
c. 18.

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Protection of  
Glasgow  
corporation  
gas and  
water  
undertak-  
ings.  
18 & 19 Vict.  
c. cxviii.  
32 & 33 Vict.  
c. lviii.

**36.** Whereas in constructing the Railway No. 1 it is proposed to divert the Cathcart Road, in which road the commissioners acting under the Glasgow Corporation Waterworks Act, 1855 (in this section called "the water commissioners"), have a nine-inch water main: And whereas other mains and pipes of the water commissioners, and the mains and pipes of the Lord Provost, magistrates, and council of the city of Glasgow acting under the Glasgow Corporation Gas Act, 1869 (in this section called "the corporation"), are laid along various other roads and streets, which will be crossed or interfered with by the railways and other works by this Act authorised; and it may be necessary for the purposes of this Act to interfere with the said roads and streets and the said mains and pipes: And whereas the inhabitants of the city of Glasgow are supplied with water by the water commissioners by means of certain of the said mains and pipes, and with gas by the corporation by means of other of the said mains and pipes: And whereas it is expedient that provision be made for preventing any interruption of the supply of water by the water commissioners, and of the supply of gas by the corporation 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 of the said roads and streets and mains, or pipes therein, they shall give to the water commissioners or to the corporation, as the case may be, notice thereof in writing, accompanied by plans and sections, working drawings, and specifications showing the manner in which the proposed railway works are to be executed at the said points of crossing, or otherwise respectively, which shall include all beams, girders, troughs, culverts, and masonry which may be necessary for conveying, supporting, and protecting the existing mains or pipes of the water commissioners or of the corporation, and any additional mains or pipes which may be laid by the water commissioners or by the corporation 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 mains or pipes during the operations of the Company, which plans and sections shall be approved of by the engineers of the commissioners and of the corporation respectively previously to the works of the Company affecting said roads or streets, and



mains or pipes therein being commenced, or in the event of any difference of opinion between the said engineers 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 such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the arbitration shall be paid.

- (B.) The Company shall be bound to pay the whole costs and charges connected with laying a new nine-inch water main in the portion of the Cathcart Road proposed to be diverted as aforesaid, and also the whole costs and charges connected with lifting the existing nine-inch water main in Cathcart Road, belonging to the water commissioners, or in the event of the water commissioners deeming it expedient when the said road comes to be diverted by the Company to lay a larger main in the portion of the road so diverted, the Company shall be bound to pay a proportion only of the costs and charges of laying such larger main corresponding to the costs and charges which would have been incurred by the Company in laying a new nine-inch main in the portion of the said road so to be diverted.
- (C.) Before any of the mains or pipes of the water commissioners or the corporation are in any way interfered with to the effect of interrupting the supply of water or gas through the then existing mains or pipes, 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 or gas 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.
- (D.) 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 laid shall be disconnected from the then existing mains or pipes, and when the full and free flow of water or gas for all purposes through the mains or pipes so replaced shall be restored, such temporary mains and pipes may be removed.
- (E.) The works approved of by the engineers of the water commissioners and of the corporation or such arbitrator, so far as they interfere with or affect any of the works or water supply of the water commissioners or of the works or gas supply of the corporation shall be executed by the water commissioners or the corporation, as the case may be, or by such persons as they respectively shall think fit, and under the sole direction of their engineers respectively; and during the progress of those

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works the said engineers may, if they think fit, execute any incidental works which they deem requisite for the protection of the water commissioners or of the corporation, in accordance with this section.

- (F.) If the water commissioners or the corporation 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 said roads or streets, and mains or pipes therein, or any of them, or for ten days after such later day as the Company, by notice in writing to the water commissioners or to the corporation, 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 roads or streets, and mains or pipes therein, or any of them, in such manner and to such extent as they deem necessary, and may execute all such other works as they deem requisite for preventing any interruption to the supply of water by the water commissioners, or to the supply of gas by the corporation.
- (G.) The Company shall pay to the water commissioners and to the corporation respectively the amount of all reasonable costs, charges, and expenses incurred by the water commissioners or by the corporation in or about or in any way relating to the works so executed by them, including a reasonable sum as remuneration to their respective engineers for their services in that behalf, but under deduction of the value of the pipes superseded by new works.
- (H.) The water commissioners or the corporation 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 railway, 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 the corporation, 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 of the corporation, or of their respective agents, officers, workmen, or servants.
- (I.) If at any time any accident shall occur to the mains and pipes belonging to the water commissioners or to the corporation, 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, it shall be lawful for the water



commissioners or the corporation immediately to 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 railway of the Company: Provided always, that the water commissioners or the corporation shall, either before or as soon as practicable after the commencement of such repair, give notice thereof to the Company: Provided also, that it shall be lawful for the Company, on the occurrence of any such accident, to repair any damage that may be thereby caused to the railway, so far as the same can be repaired without interrupting the repair of the said mains or pipes.

- (J.) The water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railway, or works connected therewith, or to the rolling stock used, or to the passengers or goods conveyed upon the railway, 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 railway during the repair of the said mains or pipes which may be necessary in consequence of such accident unless such loss or damage shall have been occasioned by the default or neglect of the water commissioners, or the corporation, or of their agents, officers, workmen, or servants.
- (K.) Nothing in this Act shall prevent the water commissioners or the corporation from laying from time to time, as they think proper, additional pipes for the purposes of the said water or gas supply, 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 railway, and the water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railway or works connected therewith, or to the rolling stock, or to the passengers or goods conveyed on the railway, or for any stoppage of the railway 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 them and save them harmless from and against the consequences of such damage, stoppage, or loss; and the water commissioners or the corporation shall give to the Company twenty-one days notice in writing, accompanied by plans, sections, and specifications, showing the manner in which such additional 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

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think necessary to secure the railway 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 or the corporation at the said points of crossing respectively, and the works necessary to secure the railway 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 or the corporation, and of the Company respectively; or in case of difference between them, 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, and such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the arbitration shall be paid.

- (L.) Should it be necessary for the Company to interfere with or alter any of the roads or streets, in addition to the foresaid Cathcart Road and the turnpike road to Pollokshaws, in which any main or pipe of the water commissioners, or of the corporation, is or may be laid, the Company shall be bound either to leave not less than one foot of covering from the surface of any road over every main or pipe so altered or interfered with, or to provide special protection for the said mains or pipes to the reasonable satisfaction of the engineer of the commissioners or the corporation.
- (M.) The special provisions herein contained for the protection of the water commissioners and the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, sections 18 to 23, both inclusive, 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.

Protection of  
Hutcheson's  
Hospital.

**37.** With respect to the taking, for the said Railway No. 1 and Railway No. 2, of certain portions of the lands of the Royal Incorporation of Hutcheson's Hospital, in the city of Glasgow (in this section called the hospital), the following provisions for the protection of the hospital shall have effect and be binding on the Company; (that is to say,)

- (1.) If the Company shall give the notice herein-after mentioned the Company shall acquire for the purposes of the said rail-



ways, stations, and relative works, the portion of the lands belonging to the hospital embraced within the limits shown and coloured brown on duplicate plans signed as relative hereto by the Right Honourable Lyon Playfair, the Chairman of Ways and Means, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, one copy being retained by the hospital, and the other being deposited in the Private Bill Office of the House of Commons (herein-after referred to as the signed plans) at the sum or price of thirty shillings sterling for each square yard of ground included within the said limits, and the Company shall also pay for each square yard of ground of the lands of Barrs Park, etc., which may be taken for the construction of Railway No. 2 thirty shillings sterling, and which prices shall include severance and all other damages temporary and permanent to the hospital lands, by reason of the execution of the said railways and works, except in so far as hereby otherwise specially provided, and the said prices shall be payable on the lapse of three weeks from the date of written notice being given by the Company or their solicitors to the hospital or their solicitors that possession of the ground is required, and shall bear interest in favour of the hospital at five per centum per annum from the date of payment.

- (2.) The Company shall pay the hospital five pounds sterling yearly on account of the proportion of teind and minister's stipend applicable to the lands, commencing from the date of their entry, in respect of which the hospital shall relieve the Company of all claims for teind and stipend; and the hospital shall also relieve the Company of all feu duties and ground annuals.
- (3.) The portions of ground to be occupied by the railways, station, and other works connected therewith shall be measured and the contents thereof ascertained by a land surveyor, to be mutually appointed, and failing such mutual appointment, by a land surveyor to be named by the sheriff of Lanarkshire, on the application of either party.
- (4.) The hospital reserve to themselves the right to the minerals in the respective properties according to the provisions of the general Acts relating to railways, and also the power, without payment or any compensation, to form sewers under any portion of the ground to be acquired by the Company, and to be occupied by any portion of the said railways, station, and other works, but so as not to impede or interfere with the use of the railways and works, or the traffic thereon, for any greater length of time or in any other manner than shall be

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necessary for the execution of the works, and that at the sight and to the satisfaction of the master of works of the hospital and the engineer of the Company for the time being, and in the event of their differing in opinion, to the sight and satisfaction of an engineer to be named by the sheriff of Lanarkshire on the application of either party.

- (5.) The Company shall carry the intended street marked C D on the signed plans, by a bridge of a width equal to that of the roadway and footpaths of the intended street as proposed to be constructed, but not exceeding seventy feet between the parapets, with a roadway thereon properly and efficiently metalled, with footpaths on each side of ten feet over the Railway No. 1, at the place where the said intended street is intersected by Railway No. 1, which bridge shall be built and maintained by the Company, and shall be constructed of stone, bricks, or iron, or any combination of these in the option of the Company, and shall as regards quality of materials and design be subject to the approval of the hospital, or if the Company consider that the hospital unreasonably withhold their approval, then to the approval of John Carrick, architect for the corporation of Glasgow: Provided that the levels of the said intended bridge shall be in conformity with the levels fixed or to be fixed by the hospital for the intended street, and the hospital shall have power to deviate the said intended street east or west to an extent not exceeding twenty feet.
- (6.) Stone walls of sufficient strength, and of not less than five feet in height above the present surface of the ground, shall be erected and maintained by the Company along all the ground of the hospital taken for the railways on both sides thereof, with coping of dressed ashlar, or, should the hospital prefer it, iron railings of five feet in height, to be approved as provided in sub-section fifth of this section regarding the design and structure of the bridge.
- (7.) The Company shall, when required by the hospital, after the construction of Railway No. 1, provide an outlet for the drainage of the lands of Westends and the other lands belonging to the hospital situate to the north of Railway No. 1, as shown on the signed plans, by means of a connexion with the outlet to be provided for the drainage of the lands of Coplawhill, or otherwise as may be agreed upon between the hospital and the Company, all at the sight of the said John Carrick, whom failing, the architect for the corporation of Glasgow for the time being. If, in consequence of the construction of such connection, the hospital are put to extra cost by carrying their sewers northwards instead of southwards, as but for the con-



struction of the said railway would have been the case, having due regard to the other requirements of the hospital for their other lands, the said John Carrick, or the architect for the corporation of Glasgow for the time being, shall ascertain such extra cost, and the Company shall pay the amount thereof on demand to the hospital.

- (8.) The hospital shall relieve the Company of any claims which the hospital's tenants in the lands of Westends and Barrs Park may have under their leases with the hospital in respect of being disturbed in their possession of the portions of the lands to be acquired by the Company, but which obligation of relief shall not include any claims the tenants may have against the Company in respect of the Company's temporary occupation of portions of these lands not acquired by the Company.
- (9.) The plans, elevations, and drawings of the buildings to be erected on the lands in connexion with the station shall be submitted to the said hospital for approval, and in the event of their withholding their approval, then to the approval of an architect to be mutually chosen, and failing such appointment, of an architect to be appointed by the sheriff of Lanarkshire, on the application of either party.
- (10.) Should the hospital intimate in writing to the Company within twelve months after receiving notice from the Company of their intention to proceed with the construction of Railway No. 1 through the said lands of Westends that they desire an access from said lands to the Victoria Road by the proposed street on the south side of the railway shown in dotted lines on the signed plans, through the ground to be acquired by the Company, the Company shall, along with the construction of Railway No. 1, make, form, and metal said street, with sufficient footpaths on each side thereof, from Victoria Road to where it joins an intended street, of sixty feet wide, running westward through said lands, and the Company shall provide for the hospital an access from said lands on the north side of the railway to the Victoria Road by the street already made from Victoria Road to said lands, and shown on the signed plans, and on such street and access being opened to the public the hospital shall repay the Company one thousand pounds of the said purchase money. Should, however, the hospital desire only one of these accesses, then they shall only repay the Company five hundred pounds of the said purchase money. The Company shall be entitled to a right of user over the said road and access, and any other roads or accesses to be formed by the hospital on the said lands as accesses to the said station.

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(11.) The provisions in this section for the protection of the hospital shall not be in substitution of but in addition to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts, 1860 and 1869, and the Railways Clauses Consolidation (Scotland) Act, 1845, and the Railways Clauses Act, 1863, except in so far as the same may be inconsistent with this section, or in so far as this section stipulates for works in substitution for those which the hospital would under those Acts have been entitled to claim.

Restrictions as to interference with property of Society for Education of Deaf and Dumb.

**38.** Notwithstanding anything contained in this Act, the Company shall not enter upon, take, use, or in any way interfere with, temporarily or permanently, any lands belonging to or held for behoof of the Glasgow Society or Institution for the Education of Deaf and Dumb (herein-after called "the society"), situate to the westward of any of the following lines, that is to say, (1), a straight line commencing at a point on the southern side of the enclosure numbered on the deposited plans 115, in the parish of Cathcart, three hundred feet westward from the south-eastern corner of the said enclosure, and terminating at the south-western corner of the enclosure numbered on the deposited plans 148, in the same parish; (2), a straight line commencing at a point on the southern side of the last-mentioned enclosure ten feet westward from the south-eastern corner of that enclosure, and terminating at a point on the eastern side of that enclosure one hundred and eighty-five feet northward from the said south-eastern corner thereof; and (3), the line of the eastern boundary of the last-mentioned enclosure from the said point on its eastern side northward to the north-eastern corner thereof; and the Company shall not erect or execute any buildings or works of any kind (except platforms and other usual erections for a passenger station, approaches thereto, retaining and other walls, and necessary slopes) upon any lands taken by them from the society situate to the westward of the rails of Railway No. 1.

Lands not occupied by works mentioned in preceding section to be reconveyed to or retained by the society.

**39.** If, upon the completion of Railway No. 1, any lands belonging to or taken from the society situate to the westward of the rails of that railway shall remain unoccupied by buildings or works which the Company may have erected or executed under the provision contained in the next preceding section of this Act, all such lands shall, if previously conveyed to the Company, be reconveyed by them to the society, or to the trustees for the time being in whom the lands of the society are vested, upon repayment of a proportion corresponding to their extent of the price paid by the Company for the whole of the lands taken by them from the



society, excluding from such price any amount paid in respect of compulsory purchase or damages of any kind, or if such lands have not been previously conveyed to the Company, the same shall not be taken by or conveyed to them, but shall remain the property of the society. A.D. 1880.

40. Railway No. 1 shall for its whole length, where passing through or abutting on the lands of the society, be separated from the lands which are to remain the property of the society by substantial stone walls of six feet in height from the present surface of such last-mentioned lands, and finished with suitable copestones, which walls shall be built and in all time coming maintained by and at the expense of the Company. Lands of society to be fenced.

41. The Company shall satisfy and pay all claims competent to the society in respect of lands taken, severance, injury to buildings, or amenity or otherwise, under the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, and the Railways Clauses Consolidation (Scotland) Act, 1845, and any Acts for amending those Acts, or either of them; and the society shall have all the rights, privileges, and protection provided by those Acts as respects fences, drains, and other works for the accommodation of their remaining lands, except in so far as herein-before specially provided for. Reservation of operation of Lands and Railways Clauses Acts as respects lands of society.

42. Notwithstanding anything contained in this Act, the Company shall construct Railway No. 1, in so far as the same interferes with or affects any of the roads now under the management of the trustees acting in execution of the Renfrewshire Turnpike Roads Act, 1856, and the Acts recited therein and continued thereby (herein-after called the "road trustees"), in accordance with the following provisions, and not otherwise, unless with the previous consent in writing of the road trustees, or of their successors in the management of the said roads; and the Company shall not without such consent enter upon or interfere with any of the said roads otherwise than in accordance with those provisions; that is to say, Regulations as to interferences with Renfrewshire turnpike roads. 19 & 20 Vict. c. lxxxv.

(1.) Railway No. 1 shall be carried over the turnpike road called the Cathcart Road, and numbered on the deposited plans of that railway 82, in the parish of Cathcart, near its junction with the turnpike road called the Carmunnock Road, and numbered on the deposited plans of that railway 107, in the parish of Cathcart, by a bridge having a clear span of not less than sixty feet, measured on the square, and a clear height of not less than sixteen feet throughout, measured from the centre line of the carriage way, and the lines and levels of the said roads shall not be altered.

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(2.) The diversion of the said Cathcart Road, shown on the deposited plans, between the points at or near the respective junctions therewith of the parish road from Langside to Rutherglen, and the road called Queen's Drive, numbered respectively 150 and 157A, in the parish of Cathcart, on the deposited plans of Railway No. 1, shall not be executed, but in lieu thereof the Company shall form, on the eastern side of Railway No. 1, a diversion of the said road from the first-mentioned point to a point on the northern side of the road called Queen Mary Avenue, and numbered on the deposited plans of that railway 172, in the parish of Cathcart, which diversion shall be formed throughout of a width not less than forty feet, and with inclinations not steeper in any part than one in thirty, and shall at its northern end join the existing line of the Cathcart Road by a curve having a radius of not less than one hundred and fifty feet. The Company shall construct and in all time coming maintain a wall four feet six inches in height all along the western side of the said diversion, with a boarding or other fence on the top of such wall sufficient to screen the diverted road from the engines and carriages on the railway, which wall and screen shall be constructed and for ever maintained to the satisfaction of the surveyor of the road trustees, or of their successors in the management of the said road, and of the master of works for the city of Glasgow, and of the engineer of the Company, all for the time being, or in the event of their differing in opinion, to the satisfaction of an engineer to be appointed by the sheriff of Lanarkshire on the application of the road trustees, or of the corporation, or of the Company. The said diversion shall, as respects management, maintenance, and tolls, and in all other respects, be held as part of and be subject to the same provisions as the existing road, for part of which the same is substituted as aforesaid.

(3.) Railway No. 1 shall be carried under the said Cathcart Road between the roads respectively called Queen Mary Avenue and Albert Road, and numbered on the deposited plans of that railway 173 and 183, in the parish of Cathcart, without altering the line or levels of the said Cathcart Road, or diminishing the width thereof.

(4.) Railway No. 1 shall be carried under the turnpike road called the Pollokshaws Road, and numbered on the deposited plans of that railway 120, in the parish of Govan and county of Renfrew, near the junction therewith in the village of Strathbungo of the parish road numbered on those plans 115, in the same parish and county, without altering the line or levels of



the said Pollokshaws Road, and the width of the bridge for carrying the said Pollokshaws Road over the said railway shall not be less than sixty feet.

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(5.) All the bridges for carrying the aforesaid railways over and under the roads now under the management of the road trustees shall be of stone, brick, or iron, or any of these materials combined, in the option of the Company, and shall, together with the said diversion of the Cathcart Road and all other works of the Company, so far as in any manner interfering with any of the said roads, be constructed and completed at the sight and to the reasonable satisfaction in all respects of the surveyor for the time being of the road trustees, or of their successors in the management of the said roads (whose reasonable expenses shall be paid by the Company), and according to working plans, sections, and specifications thereof which shall be submitted to and approved of by him previously to the commencement of such works respectively, and the said bridges and other works shall be made and for ever maintained and used, and all operations connected therewith shall be conducted in such manner as not to cause any unnecessary obstruction or inconvenience to the traffic on the said roads; and the said works and operations shall be completed within six months after the commencement thereof respectively, and if any such obstruction or inconvenience to the traffic on any of the said roads be caused by any of the said works or operations, or if in any case the said works and operations are not completed within six months after the commencement thereof, the Company shall pay to the road trustees or to their successors in the management of the said roads the sum of five pounds, as liquidated and ascertained damages, for each day during which any such obstruction or inconvenience shall continue, and for each day which shall elapse between the expiration of the said period of six months and the completion of the said works and operations respectively.

(6.) If any difference shall at any time arise between the Company or their engineer and the road trustees, or their successors in the management of the said roads, or their surveyor, with respect to any of the matters referred to in this section, such difference shall be determined at the cost of the Company by an engineer to be appointed by the sheriff of Lanarkshire or any of his substitutes at Glasgow on the application of any of the said parties, and the decision of such engineer shall be final and conclusive: Provided always, that if in any case such engineer shall determine that the contention of the road trustees has been unreasonable they shall pay their own costs.

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Deposit  
money not  
to be repaid,  
except so far  
as railway  
is opened.

**43.** Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of sixteen thousand and four pounds, being five per centum upon the amount of the estimate in respect of the railways and works proposed to be authorised by the Bill for this Act as originally introduced into Parliament, was deposited with the Court of Exchequer in Scotland, in respect of the application to Parliament for this Act: And whereas the said railways and works included a part of a railway and another railway and a road which were struck out of the said Bill during its progress through Parliament: And whereas the estimate for the railways by this Act authorised amounts to two hundred and twelve thousand six hundred and eighty-three pounds sixteen shillings and tenpence, five per centum upon which sum is equal to ten thousand six hundred and thirty-five pounds: Be it enacted, notwithstanding anything contained in the said Act, that of the said sum so deposited as aforesaid, the said sum of ten thousand six hundred and thirty-five pounds, which sum is referred to in this Act as the "deposit fund," shall not 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 (which persons, survivors or survivor, are or is in this Act referred to as "the depositors"), unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railways, open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers, then on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways, the Court shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application  
of deposit.

**44.** If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not



have been paid to the depositors shall be applicable, and after due notice in the "Edinburgh Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit, and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; or in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall, from time to time and as often as the same shall become payable, be paid to or on the application of the depositors.

A.D. 1880.

45. On the application of the depositors by petition in a summary way, at any time after the passing of this Act, the Court of Exchequer in Scotland, or in time of vacation, the Lord Ordinary officiating on the Bills in the Court of Session in Scotland, may and shall order that the balance of the sum of sixteen thousand and four pounds so deposited as aforesaid over and above the deposit fund of ten thousand six hundred and thirty-five pounds, and the interest and dividends thereof, shall be paid to the depositors, or to any other person or persons whom they or he may appoint in that behalf.

Release of  
balance of  
money  
deposited.

46. If the railways are not completed within five years from the passing of this Act, then, on the expiration of that

Period for  
completion  
of works.

A.D. 1880. — period, the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls. 47. The Company may demand and take, in respect of the use of the railways, any tolls not exceeding the following; that is to say,

In respect of passengers and animals conveyed on the railways:

For every person twopence halfpenny per mile, and if conveyed upon a carriage belonging to or provided by the Company, an additional sum of one penny per mile:

Class 1. For every horse, mule, ass, or other beast of draught or burden threepence per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of twopence per mile:

Class 2. For every ox, cow, bull, or head of neat cattle, twopence per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of twopence per mile:

Class 3. For every calf, pig, sheep, lamb, or other small animal, one penny per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one halfpenny per mile.

In respect of goods conveyed on the railways:

Class 4. For all coal, dung, compost, manure (except guano and artificial manures), lime, limestone, and undressed materials for the repair of public roads or highways, per ton per mile twopence, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny:

Class 5. For all coke, culm, charcoal, cinders, stones for building, pitching and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile twopence halfpenny, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny:

Class 6. For all sugar, grain, corn, flour, hides, dyewood, earthenware, guano, artificial manures, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, per ton per mile threepence halfpenny, and if conveyed in or upon a



carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny : A.D. 1880.

Class 7. For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, and things (except small parcels and single articles of great weight as herein-after defined), per ton per mile fourpence, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny halfpenny :

For every carriage of whatever description (not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton), conveyed on a truck or platform belonging to or provided by the Company, sixpence per mile, and one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

48. The toll which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

49. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act ; that is to say, Regulations as to tolls.

For all passengers, animals, or goods conveyed on the railways, the Company may demand tolls and charges as for three miles :

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton :

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

50. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,) Tolls for small parcels and articles of great weight.

For the carriage of small parcels on the railways :

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds, but not exceeding fourteen pounds in weight, fivepence ;

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For any parcel exceeding fourteen pounds, but not exceeding twenty-eight pounds in weight, sevenpence ;

For any parcel exceeding twenty-eight pounds, but not exceeding fifty-six pounds in weight, ninepence ;

And for any parcel exceeding fifty-six pounds such sum as the Company think fit :

Provided that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight on the railways :

For any boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile.

For any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum rates for passengers.

**51.** The maximum rate of charge to be made by the Company for the conveyance of passengers on the railways, including the tolls for the use of the railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following ; (that is to say,)

For every passenger conveyed in a first-class carriage the sum of threepence per mile :

For every passenger conveyed in a second-class carriage the sum of twopence per mile :

For every passenger conveyed in a third-class carriage the sum of one penny halfpenny per mile.

Maximum rates for animals and goods.

**52.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company), shall not exceed the following sums ; (that is to say,)

For every animal in class 1, fourpence per mile ;

For every animal in class 2, threepence per mile ;



For every animal in class 3, one penny halfpenny per mile ;  
For everything in class 4, twopence per ton per mile ;  
For everything in class 5, twopence halfpenny per ton per mile ;  
For everything in class 6, threepence per ton per mile ;  
For everything in class 7, fourpence per ton per mile ;  
And for every carriage of whatever description (not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton), carried or conveyed on a truck or platform, sixpence per mile, and if weighing more than one ton, one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

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53. Every person travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Passengers  
luggage.

54. No station shall be considered a terminal station in regard to any goods conveyed on the railways, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat or therefrom to the consignee.

Terminal  
station.

55. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods on the railways.

Foregoing  
charges not  
to apply to  
special trains.

56. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Company  
may take  
increased  
charges by  
agreement.

57. The Company may demand and take for the use of any weighing machines erected by them, of and from the owner or person having charge of any goods, articles, or things weighed by means of the same, such reasonable charges as may from time to time be fixed by the Company.

Charges for  
weighing  
machines.

58. Nothing contained in this Act shall make it compulsory on the Company to carry on the railways any nightsoil, dung, manure, compost, or other offensive matter.

Company  
not bound to  
carry  
manure.

A.D. 1880.  
Working and  
traffic ar-  
rangements  
with Cale-  
donian and  
Glasgow and  
South-wes-  
tern Railway  
Companies.  
36 & 37 Vict.  
c. 73.

**59.** The Company on the one hand and the Caledonian Railway Company and the Glasgow and South-western Railway Company (herein-after called "the two companies") or either of them, on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873, from time to time enter into agreements with respect to the following purposes, or any of them; (that is to say,)

For the maintenance and management by the two companies, or either of them, of the railways or any part thereof, and the works connected therewith, or any of them:

The use or working of the railways, or of any part thereof, and the conveyance of traffic thereon, and the employment of officers and servants:

The supply, during the continuance of any agreement for the use and working of the railways, or any part thereof, by the two companies, or either of them, of stock, plant, and machinery necessary for the purposes thereof:

The fixing and collection and apportionment of the tolls, rates, charges, receipts, and revenues levied, taken, or arising in respect of traffic:

The payments and allowances to be made, and the conditions to be performed with respect to the matters aforesaid.

Tolls on  
traffic con-  
veyed partly  
on the  
railways and  
partly on the  
railways of  
the other  
companies.

**60.** During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railways or any part thereof by the two companies, or either of them, the railways of the Company and of the companies or company with whom any such agreement shall be entered into shall, for the purposes of short distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of the two companies, or either of them, for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways and partly on the railways of the two companies, or either of them.

Interest not  
to be paid on  
calls paid up.

**61.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by



[43 & 44 VICT.] *Cathcart District Railway Act*, 1880. [Ch. ccix.]

him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845. A.D. 1880.

**62.** The Company shall not, out of any money by this Act authorised 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 authorising the Company to construct any other railway, or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

**63.** Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels authorised by this Act. Provision as to general Railway Acts.

**64.** 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