

CHAPTER clxxiv.

An Act to authorise the Glasgow Yoker and Clydebank Railway Company to extend their Railway to Dalmuir and to double their existing main line and for other purposes. A.D. 1893.
—
[27th July 1893.]

WHEREAS by the Acts following (that is to say) The Glasgow Yoker and Clydebank Railway Act 1878 (in this Act called "the Act of 1878") the Glasgow Yoker and Clydebank Railway Act 1883 (in this Act called "the Act of 1883") and the Glasgow Yoker and Clydebank Railway Act 1891 (in this Act called "the Act of 1891") the Glasgow Yoker and Clydebank Railway Company (in this Act called "the Company") were authorised to make and maintain a railway from the Stobercross Railway to Yoker and Clydebank and several branch railways in connexion therewith: 41 & 42 Vict. c. cl.
46 & 47 Vict. c. lxvi.
54 & 55 Vict. c. cxciv.

And whereas by the North British and Yoker Railway Companies Act 1880 (in this Act called "the Act of 1880") an agreement for the working management and maintenance by the North British Railway Company of the railway and branches authorised by the Act of 1878 was confirmed: 43 & 44 Vict. c. cxxxv.

And whereas by the Act of 1883 and the Act of 1891 it was enacted that sections 60 and 61 (relating to working agreements between the Company and the North British Railway Company) of the Act of 1878 should extend to and include the railways and the works connected therewith by the Acts of 1883 and 1891 respectively authorised and that the said agreement should be read and construed and receive effect as if those railways and works had formed part of the undertaking of the Company authorised by the Act of 1878 and referred to in the said agreement:

And whereas by the Act of 1891 the said agreement which had expired was renewed and it was enacted that the same should remain in force until the expiration of six months after notice in writing intimating their desire to terminate the same should have been given by either party thereto to the other:

[Ch. clxxiv.] *Glasgow, Yoker, and Clydebank* [56 & 57 VICT.
Railway Act, 1893.

A.D. 1893.

And whereas it is expedient that the Company should be authorised to make and maintain the railways herein-after described and that sections 60 of the Act of 1878 and 2 and 3 of the Act of 1880 and the agreement before mentioned as varied by this Act should be made to apply thereto and that provision as herein-after contained should be made as to the endurance of the said agreement:

And whereas it is expedient in the construction of Railway No. 1 authorised by this Act to make the diversion of the Forth and Clyde Canal herein-after described:

And whereas it is expedient to authorise the Company to raise additional share and loan capital for the purposes of this Act:

And whereas plans and sections showing the lines and levels of the railways and canal diversion authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the principal sheriff clerks for the counties of Dumbarton Renfrew and Lanark 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 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 Glasgow Yoker and Clydebank Railway Act 1893.

Incorporation of Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the following matters (that is to say) The distribution of the capital of the Company into shares the transfer or transmission of shares the payment of subscriptions and the means of enforcing the payment of calls the forfeiture of shares for non-payment of calls the remedies of creditors of the Company against the shareholders the borrowing of money by the Company on mortgage or bond the conversion of the borrowed money into capital the consolidation of the shares into stock the general meetings of the Company and the

exercise of the right of voting by the shareholders the making of dividends the giving of notices and the provision to be made for affording access to the special Act by all parties interested and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 are (except where expressly varied by this Act) incorporated with and form part of this Act and all the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 which relate to stock into which shares in the capital of the Company have been converted or consolidated shall apply to the stock which the Company are by this Act authorised to issue and to the holders thereof.

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 And in the Acts wholly or partially incorporated with this Act as applied to this Act the expression "the Company" means the Glasgow Yoker and Clydebank Railway Company the expression "the special Act" means this Act the expression "the railways" means the railways by this Act authorised the expression "the undertaking" means the undertaking of the Company as authorised by the Act of 1878 the Act of 1883 the Act of 1891 and this Act.

Interpreta-
tion.

4. 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 and canal diversion herein-after described with all proper stations junctions sidings approaches embankments cuts channels and other 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 and canal diversion hereinbefore referred to and authorised by this Act are—

Power to
make rail-
ways and
canal
diversion.

- (1) A Railway (No. 1) 1 mile 7 furlongs and 6.52 chains or thereabouts in length to be wholly situate in the parish of Old Kilpatrick in the county of Dumbarton commencing by a junction with the Glasgow Dumbarton and Helensburgh branch of the North British Railway at a point thereon five hundred and fifty-five yards or thereabouts measured in a westerly direction along the same from the centre of the foot-bridge over the said branch at Dalmuir Station and terminating by a junction with the main line of railway of the Company at a

A.D. 1893.

point thereon twenty yards or thereabouts measured in a westerly direction along the same from the centre of the bridge being the nearest bridge over the said main line eastward from Clydebank Station :

(2) A Railway (No. 2) 2 miles 7 furlongs and 4.05 chains or thereabouts in length (being a doubling of the main line of railway of the Company) commencing in the said parish of Old Kilpatrick in the county of Dumbarton by a junction with Railway No. 1 herein-before described at or near the point herein-before described as the termination of that railway and terminating in the parish of Govan in the county of Lanark by a junction with the said main line of railway of the Company at a point thereon one hundred and forty-five yards or thereabouts measured in an easterly direction along the same from the centre of the bridge carrying the same over the Crow Road :

(3) A diversion of the Forth and Clyde Canal to be wholly situate in the parish of Old Kilpatrick in the county of Dumbarton commencing at a point in the said canal one hundred and forty-five yards or thereabouts westward measuring along the southern bank of the said canal from the centre line of the culvert or archway carrying the road from the Glasgow and Dumbarton turnpike road to North-west Boquhanran and the Boquhanran Burn under the said canal and terminating at a point in the said canal three hundred yards or thereabouts eastward measuring as aforesaid from the centre line of the said culvert or archway.

Power to
raise addi-
tional
capital.

5. Subject to the provisions of Part II. of the Companies Clauses Act 1863 the Company may for the purpose of constructing the works and acquiring the lands by this Act authorised to be constructed and acquired raise any additional capital not exceeding in the whole one hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock convertible into ordinary shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share or stock vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share or the whole of such stock shall have been paid in respect thereof Provided that if in any year ending on the thirty-first day of December or so long as the half-yearly accounts of the Company shall be brought down to the thirty-first day of January and the thirty-first day of July then if in any year ending

on the thirty-first day of January there are not profits available for the payment of the full amount of preferential dividend or interest for that year on any such new preference shares or stock 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.

A.D. 1893.

6. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

Except as otherwise provided new shares or stock to be subject to the same incidents as other shares or stock :

7. The capital in new shares or stock so created shall form part of the capital of the Company.

And to form part of capital of Company.

8. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Dividends on new shares or stock.

9. Each holder of new shares or stock in the capital by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the existing capital of the Company would have conferred upon him Provided always that except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any such new shares or stock to which a preferential dividend shall be assigned.

Right of voting in respect thereof..

10. If any money is payable to a shareholder or mortgagee or debenture stockholder 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.

Receipt in case of persons not sui juris.

11. The provisions contained in sections 11 to 18 both inclusive of the Act of 1878 with reference to the division of the shares in the capital into half-shares shall extend and apply to the shares in the additional ordinary capital by this Act authorised as if the same had been re-enacted in this Act with reference thereto.

Extending to additional capital provisions of Act of 1878 as to dividing shares.

12. The Company may in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole thirty-three thousand three

Power to borrow.

•

Ch. clxxiv.] *Glasgow, Yoker, and Clydebank* [56 & 57 VICT.]
Railway Act, 1893.

A.D. 1893. hundred pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital 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 shares for the whole of such capital have been issued and accepted and that one-half of such capital 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 until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such sheriff as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted (and to the extent aforesaid paid up) bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

For appointment of a judicial factor.

13. Section 22 of the Act of 1878 section 11 of the Act of 1883 and section 13 of the Act of 1891 with reference to the appointment of a judicial factor are hereby repealed but without prejudice to any such appointment made or proceedings for any such appointment pending before the passing of this Act and 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 seven thousand pounds in the whole.

Existing securities to have priority.

14. The principal moneys secured by all mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds have priority over the principal moneys secured by any mortgages or bonds granted by virtue of this Act.

Power to create debenture stock.

15. The Company may create and issue debenture stock subject to the provisions of section 13 of the Act of 1883 Notice of the

effect of that enactment shall be endorsed on all mortgages and certificates of debenture stock. A.D. 1893.

16. All moneys raised under this Act whether by shares or stock or debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable. Application of moneys.

17. The Company may apply towards the purposes authorised by this Act to which capital is properly applicable any capital or funds belonging to or authorised to be raised by them which may not be required for the purposes for which the same were authorised to be raised or directed to be applied. Company may apply to purposes of this Act funds not required for other purposes.

18. 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 in connexion with the railways shall not exceed four acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land so taken. Lands for extraordinary purposes.

19. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement servitude right or privilege not being an easement of water required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges ground annuals or feu duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements servitudes rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

20. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

21. The agreement between the Company of the first part and Francis Grier and others on behalf of the proprietors of the Clydebank Union Church of the second part set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto and shall be fulfilled by them respectively subject to any variations thereof that may be mutually agreed on. Confirmation of agreement with the proprietors of Clydebank Union Church.

22. For the protection of the County Council of Dumbarton the following provision shall unless otherwise agreed between them and the Company apply and receive effect:— For the protection of the County Council of Dumbarton.

The width between the parapets of the bridge to carry the road No. 15 on the deposited plans parish of Old Kilpatrick across Railway No. 1 shall not be less than thirty-five feet.

A.D. 1893.

For the pro-
tection of
the burgh
of Clyde-
bank.

23. For the protection of the Police Commissioners of Clydebank (in this section called "the commissioners") the following provisions shall unless otherwise agreed upon between the Company and the commissioners have effect and be observed and carried out by the Company :—

(1) In constructing Railway No. 1 within the burgh of Clydebank the Company shall construct bridges for the purpose of carrying the existing roads under the railway and canal and the width and height of such bridges shall not be less than the width and height herein-after respectively mentioned (that is to say) :—

(A) Miller Street width fifty feet height twelve feet
Alexander Street width fifty feet height fifteen feet
Hume Street and Belmont Street width forty feet height fifteen feet
Canal Street width forty feet height fifteen feet
Kilbowie Road width sixty feet height fifteen feet
road to Chemical Works by Clydebank Station width forty feet height fourteen feet ;

(B) The Company shall construct and maintain under the diversion of the Forth and Clyde Canal authorised by this Act a bridge or culvert in lieu of the existing culvert under the Forth and Clyde Canal and the same shall be of not less width than twelve feet and of not less height at all points throughout than nine feet above the surface of the road which shall not be lower than seven and a half feet above Ordnance datum ;

(C) The Company shall construct and maintain a bridge of not less than fifteen feet in width to carry the Boquhanran Road over the railway and shall also reconstruct and maintain the said Boquhanran Road which the Company shall make so far as the said road is interfered with and which road shall be of a uniform width of not less than twenty feet ;

(D) Until the works specified in sub-sections (B) and (C) are completed the Company shall provide a convenient passage for foot passengers between the northern limit of deviation of Railway No. 1 and the southern side of the diversion of the canal authorised by this Act ;

Provided always that the levels of the said several roads other than Miller Street Canal Street Boquhanran Road and the road to the Chemical Works shall not be altered from the existing levels and the levels of the said Boquhanran Road so far as reconstructed shall not be altered so that the gradient shall be steeper at any point than one in sixteen and the levels

of Miller Street and Canal Street and the road to the Chemical Works shall not be altered so that the gradient shall be steeper at any point than one in twenty-five Provided also that the railway shall be so constructed as not to occupy any portion of the site of the new street or road between its junction with Belmont Street and Kilbowie Road ;

A.D. 1893.

Provided further that underneath the said bridges the Company shall complete the roadway and the foot pavements of the same and maintain the same in a complete and efficient state of repair, and which foot pavements shall be made of a uniform width on either side of eight feet except within the bridge at Kilbowie Road where such width shall be ten feet and within the bridge under the canal which shall be causewayed of the full width without a pavement and provided further that all the bridges shall be made watertight overhead :

- (2) The Company shall in constructing the railway and works divert the burn known as Boquhanran Burn in pipes of a sufficient size to pass the waters thereof through the whole length of the field marked 22A on the deposited plans and so as to carry the same through the culvert to be made in lieu of the existing culvert and shall also divert and reconstruct the sewers and drains of the burgh now having outlets through the said existing culvert so as to pass them through the new culvert and shall make the same of such level and outfall as shall be necessary to connect them to the present levels of the existing main sewer without the introduction of a syphon at any point Provided always that the Company shall make all necessary openings for the purpose of access and repair of such sewers and drains and the Company shall maintain the said sewers drains and accesses in all time coming The commissioners shall have power to lay repair renew or enlarge gas and water pipes through the said new culvert or to authorise the same to be laid repaired renewed or enlarged as often as may be required :
- (3) If at any other part within the burgh where the railways are constructed the Company interfere with any drains pipes or sewers the Company shall make and construct all necessary substituted drains or sewers and in the event of the railway being constructed on an embankment crossing any drains or sewers they shall make the culvert or culverts of sufficient width and height to allow of access for maintenance and repair :
- (4) If the Company shall acquire land or shall construct any part of Railway No. 1 within eighty feet of the north building line

A.D. 1893.

of Dumbarton Road or within eighty feet of the southern building line of the new road or street between its junction with Belmont Street and Kilbowie Road they shall make construct complete and maintain foot pavements along the building line of the said respective roads opposite such land or railway Provided that the Company shall not be required to make the said foot pavement in the said new road or street until the commissioners shall have required the proprietors on the northern side thereof to make a similar foot pavement :

(5) At least twenty-one days before the Company commence the construction of any bridges culverts drains or other works in connexion with the carrying out of Railway No. 1 within the burgh of Clydebank they shall give to the commissioners notice in writing accompanied by plans sections and specifications and also working drawings where required by the commissioners showing the manner in which such works are to be executed which plans sections and specifications shall be subject to the approval of the commissioners previously to such works being commenced and such works shall be carried out in conformity with the plans sections and specifications as approved of or settled Provided always that if the commissioners do not within twenty-one days after service on them of such notice intimate to the Company their approval or disapproval of the said plans sections and specifications the Company may thereupon proceed to execute the said works in conformity therewith :

(6) If the commissioners and the Company shall differ with reference to any plans sections or specifications which under the provisions herein-before contained are to be delivered by the Company to the commissioners or as to the mode of carrying out any of the works herein-before provided for or as to any other matter or thing arising out of the said plans sections or specifications or any of the provisions of this Act every such difference shall on the application of the Company or of the commissioners be referred to the determination of an arbitrator to be mutually agreed upon by the Company and the commissioners and failing such agreement as may be appointed on the requisition of either of them by the sheriff of the county of Dumbarton or his substitute at Dumbarton and such arbitrator shall have power to determine the matter in difference and the costs of and incidental to the reference shall be paid by the Company unless the arbitrator shall decide that the contention of the commissioners is unreasonable in which

case the commissioners shall pay their own costs In the event of the death incapacity or failure to act of the arbitrator so appointed and the Company and the commissioners failing to agree as to another arbitrator the said sheriff or sheriff-substitute shall as often as occasion requires appoint another arbitrator in room and place of the arbitrator previously appointed as aforesaid :

- (7) The special provisions herein contained for the protection of the commissioners shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 but these 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.

24. For the protection of the Police Commissioners of the burgh of Partick (in this section called "the commissioners") the following provisions unless or in so far as not otherwise agreed upon between the Company and the commissioners shall apply and receive effect (that is to say):—

For the protection of the burgh of Partick.

- (1) In the event of the Company under the powers of this Act making any alteration on the existing Jordanhill Station of the Company or the accesses thereto so far as these are within the said burgh the Company shall twenty-one days before commencing such alterations give to the commissioners notice in writing accompanied by plans sections and specifications and also working drawings if required by the commissioners showing the manner in which such alterations are to be executed which plans sections and specifications shall be subject to the approval of the commissioners previously to the alterations being commenced and such alterations shall be carried out in conformity with the plans sections and specifications as approved of or settled Provided always that if the commissioners do not within fourteen days after service on them of such notice intimate to the Company their approval or disapproval of the said plans sections and specifications the Company may thereupon proceed to execute the said alterations in conformity therewith :

- (2) If the commissioners and the Company shall differ with reference to any plans sections and specifications which under the provisions herein-before contained are to be delivered by the Company to the commissioners or as to the mode of carrying out the alterations before referred to or as to any other matter authorised by this Act every such difference shall on the application of the Company or of the commissioners be

A.D. 1893.

referred to the determination of an arbiter to be mutually agreed upon between the Company and the commissioners and failing such agreement to be appointed on the requisition of either of them by the sheriff of the county of Lanark and such arbitrator shall have power to determine the matter in difference and the costs of and incidental to the reference shall be paid by the Company unless the arbitrator shall decide that the contention of the commissioners is unreasonable in which case the commissioners shall pay their own costs. In the event of the death incapacity or failure to act of the arbitrator so appointed and the Company and the commissioners failing to agree as to another arbitrator the said sheriff of Lanarkshire shall as often as occasion requires appoint another arbitrator in room and place of the arbitrator previously appointed as aforesaid.

For the protection of the School Board of the parish of Old Kilpatrick.

25. For the protection of the School Board of the parish of Old Kilpatrick the Company shall construct a bridge at least twelve feet in height and fifty feet span for the purpose of carrying Railway No. 1 by this Act authorised across the continuation of the street or road called Miller Street which street or road is already partly formed from the Glasgow and Dumbarton turnpike road and is intended to be carried northwards along the western boundary of the property of the said school board in order to afford an access to that and other properties.

For the protection of the Corporation of Glasgow.

26. Whereas the construction of Railway No. 1 will prevent or interfere with the formation according to plans already prepared of an outfall conduit to carry the sewage of the city of Glasgow to the lands of Dalmuir acquired by the Lord Provost magistrates and council of the city for the treatment and disposal of such sewage Therefore for the purpose of enabling such outfall conduit to be carried under the railway the Company shall simultaneously with the making of their railway construct an arch thereunder in the position and of the form and dimensions shown upon a plan signed by the engineer of the Company and the city engineer of Glasgow and the Glasgow Police Commissioners shall pay to the Company the extra cost which may be incurred by them in constructing such arch as such extra cost shall be agreed by such engineers. In the event of any difference arising between such engineers as to the extra cost so incurred such difference shall be referred to and determined by an engineer to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the sheriff of Lanarkshire and the award of the engineer so appointed shall be final and binding on both parties.

27. Whereas the Glasgow Corporation Gas Commissioners have at present a gas pipe laid in the culvert or archway carrying the road from the Glasgow and Dumbarton turnpike road to North-west Boquhanran Farm and the Boquhanran Burn under the Forth and Clyde Canal which pipe will require to be lifted in constructing the diversion of the canal authorised by this Act and the works connected therewith Therefore the Company shall at their own expense relay the said pipe in so far as so lifted in the new culvert roadway and bridge to be formed by them in carrying out the said diversion or if the said gas commissioners shall desire that there be substituted a larger pipe not exceeding eighteen inches in diameter the Company shall lay such larger pipe on the same being supplied to them by the said gas commissioners at any convenient time during the construction of the said works and the work prescribed in this section shall be carried on in such way as to cause as little interruption as reasonably may be to the supply of gas through the said pipe.

A.D. 1893.
 For the protection of the Glasgow Corporation Gas Commissioners.

28. For the protection of the Lanarkshire and Dumbartonshire Railway Company (in this section called "the Dumbartonshire Company") the following provisions shall unless otherwise agreed apply and receive effect:—

For the protection of the Lanarkshire and Dumbartonshire Railway Company.

- (1) Railway No. 1 so far as situate between the Forth and Cart Junction Canal and Kilbowie Road shall be constructed south of the new street or road forming the south and west boundary of the property of the Dumbartonshire Company and shall not occupy any part of the solum of the said new street or road:
- (2) The Company shall make the span of the bridge for carrying Railway No. 1 across the railway described as Railway No. 6 in the Dumbartonshire Company's Act of 1891 (in this section called "the Act of 1891") of such sufficient width and of a height not less than fourteen feet as may be necessary to allow of the free and uninterrupted use of the railways and sidings of the Dumbartonshire Company now in course of construction at Clydebank as shown upon a plan signed by the engineers of the Company and of the Dumbartonshire Company dated tenth March one thousand eight hundred and ninety-three:
- (3) The sum to be paid to the Company by the Dumbartonshire Company as the additional expense of reconstructing the Company's Clydebank Station and other extra expenses referred to in section 90 of the Act of 1891 shall be the sum of four thousand pounds sterling payable to the Company on the opening for public traffic of Railway No. 1:

A.D. 1893.

- (4) All bridges and works which may be constructed by the Company so far as passing over or under or in any manner interfering with any lines works or lands belonging to the Dumbartonshire Company shall be of such design and materials as shall be approved by the engineer for the time being of the Dumbartonshire Company 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 the works affecting the property of the said Company :
- (5) 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 injure or endanger the stability of any of the lines or works nor cause any interruption impediment or inconvenience to the traffic of the Dumbartonshire Company and if in the construction maintenance or use of any of the said bridges or works of the Company any injury be caused to any of the Dumbartonshire Company's lines or works or any interruption impediment or inconvenience be occasioned to their traffic the Company shall pay all damages arising from or consequent on such injury interruption impediment or inconvenience :
- (6) If any difference shall at any time arise between the Company and the Dumbartonshire Company or their respective engineers with respect to any of the matters above referred to in this section such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of either of the said companies and each party shall bear their own expenses and one-half of the referees' expense of the reference and the decision of such engineer shall be final and conclusive.

For the protection of the Caledonian Railway Company.

29. The following provisions for the protection of the Forth and Clyde Canal and the Forth and Cart Canal of the Caledonian Railway Company (herein-after called "the Caledonian Company") shall unless otherwise agreed between the Company and the Caledonian Company apply and have effect (that is to say):—

- (1) Before the Company interfere with the Forth and Clyde Canal or the banks or works thereof in the construction of Railway No. 1 they shall make and complete in manner herein provided the diversion of the said canal herein-before described

and authorised by this Act and shall also complete the works of Railway No. 1 under such diversion : A.D. 1893.]

- (2) The Company shall not in the construction of the said diversion of canal and of the said Railway No. 1 under the same deviate from the lines or levels thereof respectively as shown on the deposited plans and sections and the said diversion of canal shall have a width of water-way of at least sixty-two feet at the top water level and a depth of ten feet from the top water level for a width of not less than twenty-seven feet in the centre throughout its whole length :
- (3) The Company shall form a level bank on either side of the said diversion of canal in connexion with the existing banks of the canal at either end of the said diversion which level bank shall (except where the aqueducts herein-after mentioned are formed) be of not less than twenty feet in width at the top and of the same height as the existing banks and a towing-path of the same height as the said existing towing-path on the said level bank on the south side of the diversion of canal and such towing-path shall be properly metalled to the width of not less than twelve feet on and over the aqueducts and elsewhere to a width of not less than fifteen feet :
- (4) The aqueducts to carry the said diversion of canal over Railway No. 1 and over Boquhanran Road shall be constructed of such width as to provide for the breadths of canal and towing-path herein-before specified and for the level bank aforesaid being of a width of thirteen feet at the top on the north side of the aqueducts and available for the purpose of a road or passage between the water-way of the said diversion and the northern parapets of the said aqueducts respectively which road or passage the Caledonian Company shall be at liberty to metal or otherwise form if and when required by them :
- (5) The aqueduct to carry the said diversion of canal over the Boquhanran Road shall be constructed so as to leave a clear headway between the level of that road and the underside of the girders of the aqueduct of not less than nine feet throughout the full width of the bridge and so as to give a clear width of not less than twelve feet between the abutments or side walls of the said aqueduct The said road shall also be carried over Railway No. 1 by a bridge as required by the Railways Clauses Consolidation (Scotland) Act 1845 provided that the approaches to such bridge shall not be required to be of a less inclination than one foot in sixteen feet :
- (6) The Company shall within six months from the passing of this Act deliver to the Caledonian Company plans sections

A.D. 1893.

working drawings and specifications of the said diversion of canal and the works thereof and the said diversion of canal and all the works connected therewith shall be effectively commenced within six months and carried on with due diligence and shall be completed within two years from the approval of the said plans sections working drawings and specifications as herein-after provided :

- (7) The said diversion of canal and the works thereof shall be constructed and carried out so as to cause no loss of water from the Forth and Clyde Canal or any obstruction or impediment to the traffic of the canal during the progress of the works of the Company :
- (8) The said diversion of canal shall be constructed so as to be perfectly watertight and capable of conveying the traffic of the canal as expeditiously and advantageously as the present line of canal and the said diversion and all the works connected therewith and the railway under the said diversion shall be constructed and completed at the sole risk and cost of the Company and according to such plans sections working drawings and specifications as shall be previously approved by and at the sight and to the satisfaction of John Wolfe Barry C.E. Westminster whom failing George Graham C.E. Glasgow whom failing an engineer to be appointed by the Caledonian Company and the Company shall be liable for all damage occasioned to the Forth and Clyde Canal or to the adjoining country or to the traders and other persons using or desiring to use the said canal by or in consequence of the said works and operations whensoever such damages may occur Provided that if any of the engineers before-named or referred to shall disapprove or in the opinion of the Company unreasonably withhold approval of the said plans sections working drawings or specifications the Company or the Caledonian Company may apply to the Board of Trade to appoint a person to determine any difference and such person shall have power to approve of the said plans sections working drawings and specifications and in the event of his so doing the said diversion of canal and works connected therewith and the railway under the said diversion shall be constructed in accordance with the plans sections working drawings and specifications so approved by such neutral person :
- (9) The said diversion of canal and all the structural works thereof shall be at all times maintained by the Company in a state of perfect repair and free from all leakage but this

[56 & 57 VICT.] *Glasgow, Yoker, and Clydebank* [Ch. clxxiv.]
Railway Act, 1893.

provision shall not apply to the cleansing and dredging of the canal : A.D. 1893.

(10) After the completion to the satisfaction of the Caledonian Company of the said diversion of canal and all the works thereof the same shall be vested in the Caledonian Company as part of the undertaking of the Forth and Clyde Canal and the portion of the present canal for which the said diversion is substituted shall be stopped up by the Company and the site of such disused portion of canal so far as required for the construction of Railway No. 1 and works connected therewith shall be vested in the Company without payment but subject thereto the said disused portion of canal and the ground lying between that portion of canal and the diversion of the canal shall remain the property of or (as the case may be) be conveyed without consideration by the Company to the Caledonian Company and may be filled up or levelled by that Company if and when they think proper :

(11) If the said diversion of canal or any of the works thereof shall be so constructed and maintained by the Company as to impede boats barges or other vessels or traffic from navigating or using the canal at all times as freely and uninterruptedly as at present or if there shall be any interruption of traffic on the Forth and Clyde Canal caused by the works of the Company during the construction of the said diversion the Company shall pay to the Caledonian Company the actual damage thereby occasioned or in lieu thereof and in the option of the Caledonian Company as and by way of liquidated or ascertained damages the sum of ten pounds for every continuous period of an hour not exceeding forty-eight consecutive hours during which such impediment shall continue but if the impediment shall continue beyond forty-eight consecutive hours then the sum of ten pounds for each of the said forty-eight hours and the sum of twenty pounds for each subsequent hour during which such impediment shall continue and in default of payment of any such actual or liquidated or ascertained damages on demand being made on the Company the Caledonian Company may sue for and recover the same together with full expenses against the Company by action in the Court of Session in Scotland or before the sheriff of the county of Lanark or the same may be recovered in like manner as any other penalties under this Act :

(12) If there shall at any time be any leakage of water from the said diversion of canal or if the same and the works connected therewith respectively shall not be kept in a state of complete

A.D. 1893.

repair in accordance with this section or if there shall be any loss of water from the present canal caused by the Company during the construction of the said diversion and if the Company shall not within twenty-four hours after written notice of the leakage or disrepair shall have been given to the Company forthwith execute the works necessary for the removal of such leakage or for completely making good such want of repair the Company shall pay to the Caledonian Company the actual damage which may be done or in the option of the Caledonian Company shall pay to them as and by way of liquidated or ascertained damages as aforesaid for every hour after failure to execute the necessary works to remove or make good such leakage or want of repair the like sums as are herein-before provided in the case of impeding the traffic of the said canal such sums to accrue in respect of any period during which such failure shall continue either before or after the giving of such notice as aforesaid and during the currency thereof and shall be recoverable as above provided and (without prejudice thereto) the Caledonian Company are hereby empowered to perform at the sole risk of the Company all such operations as may be necessary for removing or making good such leakage or want of repair and to recover from the Company the expense of all such operations and in default of payment of such expenses the same may be recovered as herein-before provided with reference to damages and sums for impeding the traffic on the said canal :

(13) The Company shall construct the bridge for carrying Railway No. 1 over the Forth and Cart Canal of a clear span of not less than thirty-three feet measured at right angles to the face of the abutments and so as to leave a clear headway of not less than ten feet between the top water level of that canal and the lowest part of the underside of the said bridge and shall construct the bridge for carrying the said railway over the roadway on the eastern side of the said canal of a clear span of not less than twelve feet measured as aforesaid and so as to leave a clear headway of not less than fourteen feet between the said road and the underside of the said bridge as aforesaid and for the latter purpose the Company may lower the level of the said road as may be required and may if necessary carry the surface water of the said road into said canal :

(14) Except as herein-before provided nothing in this Act contained shall authorise or empower the Company to alter the line or level of the Forth and Clyde Canal or of the Forth

and Cart Canal or to reduce the breadth or depth thereof or in any manner to obstruct or impede the use of the same respectively or any part thereof or to divert intercept cut off take use or diminish or allow to leak or escape any of the water therein or of any stream or other supply of water which is now used or which may be taken for the use thereof respectively and the Company shall not be entitled to take or acquire any land belonging to the Caledonian Company but only such an easement or servitude therein as may be necessary for making and maintaining the Railway No. 1 and other works authorised by this Act in manner herein-before provided. A.D. 1893.

30. For the protection of William Lowson Alexander Macindoe and William Lowson Macindoe trustees of George Park Macindoe merchant Glasgow and Alexander Dunn Macindoe Patrick Park Macindoe and James Black Macindoe (all in this section called "the owners") the following provisions unless otherwise agreed upon by the Company and them shall apply and have effect namely:—

For the protection of George Park Macindoe's trustees and others.

(1) The amount of the purchase-money or compensation to be paid to the owners respectively for and in respect of the taking of such parts of the lands respectively of the owners as may be entered upon taken or used by the Company shall be fixed and ascertained on the footing of the said lands being feuing lands and shall failing agreement between the Company and the owners be determined by arbitration under and in the manner provided by the Lands Clauses Acts for the settlement of disputed compensation and the Company shall free and relieve the owners of and from all claims competent to the feuars and tenants or occupiers of such lands And the Company shall also pay for all severance damages on the basis of feuing value:

(2) The Company shall take and acquire the lands marked on the deposited plans Nos. 32 33 34 35 and 36 in the parish of Old Kilpatrick and so much of the land marked No. 30 on the said plans in that parish as lies between the railway and the existing canal:

(3) The Company shall implement in so far as not inconsistent with the construction of the railway and the works connected therewith and the provisions of section 29 of this Act for the protection of the Caledonian Railway Company all obligations that occur or are contained in existing feu charters or contracts made and granted by the owners or any of them or their predecessors or in the owners' titles connected with or affecting the lands to be acquired by the Company in the same manner

A.D. 1893.

and to the same extent as if the lands so acquired had been feued to the Company under burdens of such and corresponding obligations and shall relieve the owners respectively of all such obligations prestable from them but this provision shall be without prejudice to the provisions of section 29 of this Act for the protection of the Caledonian Railway Company :

(4) The Company shall not use any of the lands to be acquired from the owners respectively for any purposes inconsistent with the rights and servitudes conferred on any of the feuars on those or on the adjoining lands except the construction of the railway and the works connected therewith but this provision shall be without prejudice to the provisions of section 29 of this Act for the protection of the Caledonian Railway Company :

(5) The Company shall make bridges for the purpose of carrying the existing roads across the railway with widths of roadway of not less than the widths herein-after respectively mentioned (that is to say) :—

(A) On the line of the existing road from Dalmuir Station to the Singer Manufacturing Company's works of a width of thirty-five feet ;

(B) On the line of the road in continuation northward of the bridge to the west of Dalmuir Station which carries the road over the Helensburgh branch of the North British Railway of a width of thirty-five feet ;

(c) In continuation of the road through Boquhanran Culvert or any culvert that may be substituted therefor of a width of fifteen feet :

(6) The owners may respectively for and in connexion with their respective lands at any time after the completion of the railway and at their own expense construct such and so many bridges of stone brick or iron over the railway and also such and so many culverts and drains under the railway and so many gas water or other pipes over the railway by any of the bridges crossing the same as they may require for the accommodation of themselves their feuars or tenants and may from time to time when they consider necessary alter or enlarge the same all which bridges culverts drains pipes and other works shall be constructed under the superintendence of the Company's engineer and according to plans sections and specifications to be approved by him and so as not to endanger or interfere with the working of the railway and such bridges whether altered reserved or enlarged or substituted and the culverts

when completed shall be maintained in all time coming by the owners: A.D. 1893.

(7) In the event of the Company substituting a new culvert under the existing canal or under any diversion of the same under the provisions of this Act the owners or any of them or any persons deriving right from them as feuars or tenants of their respective lands shall be entitled if they think fit at their own expense to lay and from time to time to alter renew or repair any drains or other pipes for the conveyance of sewage or gas or water through the said culvert the same to be done at the sight and to the satisfaction of the Company's engineer and to be maintained by the respective owners in all time coming in good order and repair:

(8) The culvert mentioned in article 7 hereof shall be of not less than twelve feet in width by nine feet in height at all points throughout and shall be maintained by the Company in all time coming:

(9) The special provisions herein contained for the protection of the owners shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 but these 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:

(10) In the event of any question or difference arising between the parties as to the true intent and meaning and effect of the provisions of this section or as to the proper execution of any works the same is hereby submitted and referred to the decision of Mc'Faggart Cowan civil engineer Glasgow whom failing of an engineer to be appointed by the sheriff on the application of either party as sole arbiter whose decision shall be final and binding upon the parties and the cost of such arbitration shall be borne and paid by the Company.

31. Whereas Railway No. 1 is intended to be carried through the feuing lands of Duntocher within the parish of Old Kilpatrick and county of Dumbarton near to the residences erected on these lands and belonging to and presently occupied by William Moore John Cumming William McGeoch Robert Gilchrist Finlay and Margaret Gray or Buchanan the following provisions unless otherwise agreed upon between the Company and the said persons or their successors and assignees (and who are herein-after referred to as "the owners") shall apply and have effect (that is to say):—

For the protection of William Moore and others.

(1) Inasmuch as the owners have under their titles certain rights of servitude of access and drainage and building and other

A.D. 1893.

restrictions over lands adjoining or in the neighbourhood of their said several properties for the preservation and protection of the amenity and drainage thereof and of the approaches thereto the Company shall be bound to make full compensation to the owners and also to their tenants for the loss or damage (if any) they may sustain by reason of the construction or working and use of the railway by this Act authorised upon any land to which the said servitude and rights of access and drainage and restrictions apply as the same may failing agreement be fixed by arbitration in terms of the Lands Clauses Consolidation (Scotland) Act 1845 Provided always that the claims for loss and damage under this sub-section shall be made after the opening of the said railway for public traffic and within twelve months from that date and such claims shall then be made once for all :

- (2) The bridge to be formed by the Company upon the private road leading from the Glasgow and Helensburgh Railway Bridge to the said residences shall not be less in width than the present width of the said road and in forming the same the gradients of the said road shall not be altered :
- (3) No station or siding to be formed in connexion with the said railway between the point where it crosses beneath the Glasgow and Helensburgh Railway and the point where it joins that railway shall be used or permitted to be used by the Company for loading or unloading of or as a lie for dung manure chemical refuse or other article which may be offensive or noisome to the owners or to their tenants But this prohibition shall not extend to any portion of a siding from Railway No. 1 lying entirely to the southward of the said Glasgow and Helensburgh Railway :
- (4) The provisions and remedies in this section contained shall not in any way limit or affect any rights or remedies to which the owners and their tenants are or may be entitled by this Act or any of the incorporated Acts but are in addition thereto Provided always that the owners and their tenants shall not be entitled to recover under this Act and also under the said incorporated Acts any loss and damage provided for and recoverable under sub-section 1 hereof :
- (5) Nothing herein contained shall be held to prejudice the legal rights (if such exist) of the said William Moore or his successors and assignees in the event of the Company taking any part of the property belonging to him to require the Company to purchase the whole thereof being the subjects embraced in

the feu contract between the trustees of the late John Macindoe cotton spinner Duntocher and others and him dated eleventh fourteenth and fifteenth June and recorded in the books of council and session and in the general register of sasines fourteenth August one thousand eight hundred and eighty Nor shall anything herein contained be deemed to imply that the Company will in the event aforesaid be bound to purchase the whole of his said property But in the event of the Company being so compelled to purchase the whole the said William Moore or his successors and assignees shall not be entitled also to recover loss or damage under this section.

A.D. 1893.

32.—(1) The Company shall not under the powers of this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

Restrictions
on displacing
persons of
labouring
class.

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme.

(2) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally and after the Secretary for Scotland has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

A.D. 1893.

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary for Scotland may have approved of any scheme or of any modifications of any scheme or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary for Scotland.

(5) If the Company acquire or appropriate any house or houses under the powers by this Act granted in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom. Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase section 90 of the Public Health (Scotland) Act 1867 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings by the Company shall contain proper covenants to secure during such period of twenty-five years the exclusive use of the buildings

on such lands for the purpose of such dwellings and shall be endorsed with notice of this enactment: A.D. 1893.

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(8) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and he and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them respectively under the Public Health (Scotland) Act 1867 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any such inquiry and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed.

(10) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary for Scotland under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Secretary for Scotland is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary for Scotland they might have been sufficient to accommodate.

(11) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others

A.D. 1893. except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Penalty imposed unless railways opened within the time limited.

33. If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Queen's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

34. Every sum of money so recovered by way of penalty as aforesaid 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 sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such

A.D. 1893.

compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a judicial factor has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid to such judicial factor or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

35. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of works.

36. The railways by this Act authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be and be deemed to be part of the railways of the Company.

Tolls.

37. Sections 60 of the Act of 1878 and 2 and 3 of the Act of 1880 and the agreement scheduled to and confirmed by the last-mentioned Act shall extend to and include the railways and the works connected therewith by this Act authorised and the said agreement shall be read and construed and receive effect between the companies parties thereto as if the railways and works authorised by this Act had formed part of the undertaking of the Company authorised by the Act of 1878 and referred to in the said agreement and as if the additional share and loan capital authorised to be raised under this Act had been raised under the Act of 1878 and the said agreement is hereby renewed and shall remain in force for ten years from and after the thirty-first day of July one thousand eight hundred and ninety-two and unless at least six months' previous notice in writing shall have been given by either party thereto to the other to terminate the said agreement at the end of the said ten years the same shall remain in force thereafter until the expiration of six months after a like notice intimating their desire to terminate the same shall have been given by either party thereto to the other. Provided always that from and after the opening for public traffic of Railway No. 1 by this Act authorised the said agreement shall be read and have effect as if in lieu of the words "five and a quarter per centum per annum" occurring in article ninth thereof there were substituted the words "six per centum per annum" and as if in lieu of the paragraph in the said article ninth thereof commencing

Agreement between the Company and the North British Company extended to railways and renewed.

A.D. 1893.

with the words "In the event of the second parties having to make good" and ending with the words "equally between the Company and the second parties" the following words were substituted "and in consideration of such contingent contribution by the second parties the first parties agree that in the event of the revenues aforesaid after deducting as aforesaid being at any time during the currency of this agreement more than sufficient to yield the said rate of dividend the whole surplus shall belong and be payable to the second parties" and the said agreement is hereby varied accordingly.

Facilities as regards east coast traffic.

38. The several facilities powers privileges and provisions by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act 1865 granted secured and provided as regards east coast traffic as defined by that Act shall if and so long and so often as the railway is worked by the North British Railway Company extend and apply to the railway in all respects as if it had been a railway in extension of or connected with the North British Railway belonging to or leased by that company but the running powers by that Act granted shall not extend to the railway.

Extending time for sale of certain superfluous lands.

39. Notwithstanding anything to the contrary in the Lands Clauses Consolidation (Scotland) Act 1845 or in the Act of 1878 the Act of 1883 or the Act of 1891 the Company shall not be bound to sell or dispose of any lands belonging to them which have not been sold or disposed of by them or applied to or are not required for the purposes of the Company in the parishes enumerated in the Second Schedule to this Act until after the expiration of the period of ten years from the passing of this Act but the Company shall at the expiration of such period sell and dispose of all such parts of the said lands as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Saving rights of Postmaster-General under Telegraph Act 1878.

40. Nothing in this Act or in the Act of 1880 or in the agreement scheduled to the last-mentioned Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the lands and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is worked by the North British Railway Company.

41. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by 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. 1893.
Interest not
to be paid on
calls paid up.

42. 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.

43. Nothing in this Act contained shall exempt any Company in this Act mentioned or their 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. Provision as
to general
Railway
Acts.

44. 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. Costs of Act.

A.D. 1893.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

MINUTE OF AGREEMENT between the Glasgow Yoker and Clydebank Railway Company of the first part and Francis Grier ship-builder Clydebank surviving trustee under the Feu Contract after mentioned Robert Howieson Steedman chairman and William Wood clerk of the managers of Clydebank Union Church the said Francis Grier Robert Howieson Steedman and William Wood acting and taking burden on them for the Congregation of Clydebank Union Church of the second part.

WHEREAS the first party are promoting a Bill in the present session of Parliament entitled "An Act to enable the Glasgow Yoker and Clydebank Railway Company to extend their railway to Dalmuir and to double their existing main line and for other purposes" And whereas for the formation of said extension the first party has agreed to purchase and the second party has agreed to sell the subjects after mentioned on the terms herein-after written Therefore the parties hereto have agreed and bind and oblige themselves and their constituents as follows:—

First. In the event of and immediately upon the said Bill passing into law the first party shall be bound and hereby agree to purchase and the second party agree to sell to the first party the steading of ground bounded on the south by the Glasgow and Dumbarton turnpike road on the west by the property of Alexander Dunn Macindoe and others on the north by the property of the Caledonian Railway Company and on the east by the property of James Towers Clark with the church known as Clydebank Union Church and hall thereon and pertinents (including the pulpit and staircase thereto pews gaseliers gas brackets window blinds and other fittings and lamps in the said church and hall) which steading of ground is more particularly described in a feu contract between John Macindoe and others on the one part and the said Francis Grier and others trustees for the congregation worshipping in Clydebank Union Church on the other part dated twenty-fifth September fifteenth October and thirtieth November eighteen hundred and seventy-five and eighteenth February eighteen hundred and seventy-six and recorded eleventh April eighteen hundred and seventy-six.

Second. The price of the said subjects shall be five thousand five hundred pounds of which one thousand pounds shall be payable within one month of the said Bill passing into law and the balance by instalments up to the remaining four thousand five hundred pounds as the erection by the second party of a new church and pertinents (in substitution for the said church and pertinents to be purchased by the first party as aforesaid) proceeds and as and

when said instalments shall be certified by the architect of said new church from time to time but if any balance of the price remains unpaid at the date of possession as fixed by the next article it shall then be paid.

A.D. 1893.

Third. Upon the said new church and pertinents being erected and made ready for occupation or upon the first day of October eighteen hundred and ninety-four whichever of those shall first arrive assuming the said Bill shall pass into law not later than thirty-first July eighteen hundred and ninety-three and upon full payment of the price the first party shall get possession and until the event or date aforesaid the second party shall be entitled to retain the full use and enjoyment of the existing church and hall as at present without rent or charge of any kind and the first party shall be bound to maintain the same in a condition fit for such use and enjoyment provided always that the first party shall be entitled on said Bill passing into law or at any time thereafter to take possession of the ground between the hall and the property of the Caledonian Railway Company and to make and use thereon a temporary contractor's railway in such manner as may be required for the prosecution of the works of their intended railway but so as not to interfere with the structure and use of the church or hall. In the event of the Bill not passing into law till after thirty-first July eighteen hundred and ninety-three the date first October eighteen hundred and ninety-four hereinbefore fixed shall be extended for such a length of time as shall be equal to the length of time between thirty-first July eighteen hundred and ninety-three and the date of the passing of the Bill.

Fourth. In the event of the said Bill passing into law and upon payment of the said sum of one thousand pounds the first party shall be entitled to receive from the second party a valid disposition of the said subjects subject to the burdens specified in said feu contract so far as unaffected by the provisions to be contained in the said intended Act and not inconsistent therewith in which disposition the remaining four thousand five hundred pounds of the price shall be constituted and declared a real lien and burden on the subjects and which disposition shall contain a clause of absolute warrandice and all other usual and necessary clauses and also a clause renouncing on the part of the second party any rights which may be competent to them as regards the said subjects or any part thereof under the sections of the Lands Clauses Consolidation (Scotland) Act 1845 relating to superfluous lands.

Fifth. The first party shall pay the second party's expenses of and incident to this agreement but not exceeding fifty pounds and the expenses of and incident to the conveyance to the Company including searches if these are desired.

Sixth. This agreement is conditional on the passing of the said Bill and is subject to such alteration as Parliament may think fit to make thereon and the same shall be scheduled to and confirmed by the said Bill.

Seventh. In the event of any differences arising between the parties hereto in regard to the meaning or execution of this agreement the same shall be determined by William Guthrie sheriff substitute of Lanarkshire whom failing such other referee as may be nominated by the sheriff of Lanarkshire on the application of either party. In witness whereof these presents written on this and the two preceding pages of stamped paper by Daniel King Beveridge clerk

[Ch. clxxiv.] *Glasgow, Yoker, and Clydebank* [56 & 57 VICT.]
Railway Act, 1893.

A.D. 1893. to H. Lamond & Lang writers Glasgow are subscribed in duplicate by the parties hereto as follows videlicet by the said Francis Grier Robert Howieson Steedman and William Wood all acting and taking burden on them as aforesaid for the said congregation all at Clydebank on the thirty-first day of May eighteen hundred and ninety-three before these witnesses John Young clerk residing at Five Hamilton Place Clydebank and Frank Smith clerk residing at Two Adelaide Place Clydebank and by Alexander Shanks shipbuilder Yoker and Robert Young merchant Glasgow two of the directors and Henry Lamond writer there secretary of the said Glasgow Yoker and Clydebank Railway Company all for and on behalf of the said Company and sealed with the common seal of the said Company all at Glasgow upon the fifth day of June in the year last mentioned before these witnesses Andrew Paterson Hamilton apprentice to Henry Lamond Robert Peel Lamond and John Stuart Lang all writers in Glasgow and the said John Stuart Lang.

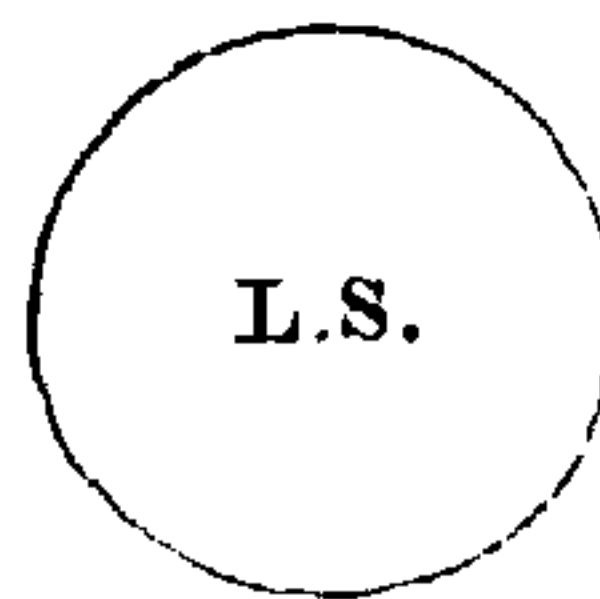
J. S. LANG witness

ANDREW P. HAMILTON witness

ALEXR. SHANKS Director.

ROBERT YOUNG Director.

HENRY LAMOND Secretary.



JOHN YOUNG witness

FRANK SMITH witness

FRANCIS GRIER.

R. H. STEEDMAN.

WILLIAM WOOD.

THE SECOND SCHEDULE.

SUPERFLUOUS LANDS.

Parish of Govan in the county of Lanark.

Parish of Old Kilpatrick in the county of Dumbarton.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.