are two recent cases, however, which are inconsistent with the view maintained by the respondents, viz., *M'Queen* v. *Nairne*, 2 S. 637; *Dennistoun* v. *Speirs*, 3 S. 285. Though, perhaps, the statutes, in express words, do not require the date of recording to be entered, still the uniform custom for two and a half centuries ought to have the same effect.—Ersk. i. 1, 45. (The other objections stated in the printed case were not insisted on at the bar.)

Solicitor-General (Bethell), and *Anderson* Q.C., for the respondents, were not called upon.

LORD CHANCELLOR CRANWORTH.—My Lords, this is a case that I think can admit of no question whatever. The Statute of 1617 only says that the deeds shall be registered within 60 days. Whether this deed was registered within 60 days is a question of fact. There is nothing that says that you are to take that which is written by the officer on the deed when registered, as conclusive of the fact of the date at which that deed was registered; and that being so, all that the Court had to decide was the matter of fact—was this deed registered within 60 days? Now nobody can doubt that fact, because it appears upon the minute book of the General Register of Sasines, which is kept regularly, that it was brought for registration in the month of December, and registered upon the 10th of December. That is quite certain, as a matter of fact. And that of which the parties have to complain is, that by a clerical error the clerk has written "6" instead of "0." But it is stated that this entry immediately follows one of the 9th of December, and is followed by other entries that were made on the 10th of December; so that the matter is clear beyond all possibility of controversy.

The Statute of 1617 requires that a deed should be registered within 60 days, and this has been so registered. If the legislature should be of opinion, that that which is complained of is an omission in the act which would go far to do away with the advantages that the act contemplated, the legislature must remedy that. I cannot agree with what was suggested at the bar, that that must be done by an Act of Sederunt, requiring the registration should be within 30 days, when the legislature has said it shall be within 60 days. As at present advised, I do not think that there is any evil to be remedied, but if there is any evil it must be remedied by the legislature. All that the legislature has required to be done has been done in this case. I therefore move your Lordships that this interlocutor be affirmed.

LORD BROUGHAM said he did not hear the whole of the argument, but from what he did hear, he had no hesitation in agreeing with the LORD CHANCELLOR.

LORD ST. LEONARDS.—My Lords, I confess that it appears to me that there is no question in this case. The minute book is right, and the certificate of registration is right, and the mistake is in the engrossment, which manifestly shews a clerical error on the face of it. For the examination of the deed shews at once that the error arises out of a flourish of the pen; and this entry comes in the order of succession between entries of the 9th and the 10th. The act of 1693, as I read it, expressly makes the minute book govern the date of registration. The other act does not require the date to be inserted in the engrossment; and in the absence of such requirement on the part of the legislature, and with that minute book introduced for the express purpose of governing the date, and also with the practice, which the House cannot doubt, after what is stated in the printed cases, to have been uniform, of regarding the entry in the minute book as governing the date, I feel no hesitation in holding that this deed was registered within 60 days. I therefore think that the appeal should be dismissed, with costs.

Interlocutors affirmed, with costs.

Appellants' Agents, Shand and Farquhar, W.S.—*Respondents' Agents*, Hunter, Blair, and Cowan, W.S.

JULY 16, 1855.

JOHN WRIGHT, *Appellant*, v. JAMES SCOTT (River Clyde Trustees), *Respondent*.

Statute—Construction—River Clyde Trust—Power to erect sheds near wharf—*The Clyde Trustees having power to improve and widen the river, and make wharves, and to acquire land compulsorily for the purpose, purchased from W. a piece of land on the river bank, and obtained an absolute disposition subject only to a right in W. to lay pipes under the soil. The trustees proceeded to turn the land into a wharf with sheds adjoining in which to store goods.*

HELD (affirming judgment), (1) *That W. had no right to prevent this, or to set up the Clyde local statutes as restricting the right of the disponees.* (2) *Even looking at the statutes, the power to make wharfs included the right to build sheds on the quay as adjuncts thereto.*[1]

[1] S. C. 27: Sc. Jur. 569.

The respondent, as deputy chairman of, and in behalf of, the River Clyde and Harbour of Glasgow Trustees, brought an action against the appellant Wright, and also against John Todd of Liverpool, and the trustees of the late Charles Todd of Glasgow, to have it declared, "That the Parliamentary Trustees of the River Clyde and Harbour of Glasgow, acting under the act 9 Vict. c. 23, and prior statutes, are entitled, and have full power and authority to erect a shed or sheds for the reception, depositation, and protection of the goods, wares, and merchandise, or other articles loaded or unloaded at the quays of the harbour of Glasgow, upon the ground acquired for the construction of the wharfs, quays, and other works for the enlargement of the said harbour, and now forming part of the quays of the said harbour, situated on the south side of the river Clyde, and bounded on the south by the properties belonging to the defenders, and which ground was purchased and acquired by the said Clyde Trustees in virtue of a disposition granted by the trustees of the late Charles Todd, dated the 9th and 10th August 1842, and a disposition by Edward Connell, and James Howie, as mandatory for John Wright, dated 7th February 1846, and instruments of sasine following thereon, and that conform to a plan and section of these works, to be produced in the process to follow hereon, and here specially referred to, or according to such other plans, and in such other manner, as may be approved of by our said Lords in the course of the process to follow hereon; and further, it ought and should be found and declared, by decree foresaid, that the said Parliamentary Trustees of the River Clyde and Harbour of Glasgow, acting as aforesaid, are entitled, and have full power and authority, to enclose with walls or other fences, and locked gates, with keepers placed thereon for opening and shutting the same, such of the quays or wharfs of the said harbour, or parts thereof already constructed or to be constructed, as they may think fit, and, with that view, *inter alia*, to erect a wall of stone or brick upon the ground belonging to them, about thirty feet to the south of the said intended shed or sheds opposite the property of the defenders, or some of them, and that for the purpose of fencing or enclosing a part of the quay or wharf of the harbour of Glasgow, opposite to the properties of the defenders, and that according to the plan and section to be produced in the process to follow hereon, and here specially referred to; or according to such other plans, and in such other manner, as may be approved of by our said Lords in the course of the process to follow hereon; but reserving always to the defender John Wright, and his successors, or the successors of him and the said Edward Connell, reasonable access for all the buildings to be erected on their property, to and from the wharfs and quays, for the use of that property; and also reserving to the defenders, and their successors respectively, the liberty or privilege of conveying water by means of pipes laid below the surface of the wharfs or quays belonging to the Clyde Trustees, all in terms of the foresaid dispositions granted in their favour, dated the 9th and 10th August 1842, and 7th February 1846: And further, the said defenders ought and should be prohibited and discharged from obstructing or interfering with the said Parliamentary Trustees of the River Clyde and Harbour of Glasgow in erecting the said works, or any part thereof, and from disturbing or molesting them in the peaceful possession and enjoyment of the premises in any manner of way."

The ground in question, it was set forth, had been acquired by the Clyde Trustees in 1842, on payment of a price from the trustees of the late Charles Todd, and in 1846 from Edward Connell, and James Howie, as commissioner for John Wright, the appellant; and they enumerated the statutes in virtue of which they acted as trustees for the navigation and improvement of the River Clyde and Harbour of Glasgow. These were, in particular, 32 Geo. II. c. 62; 10 Geo. III. c. 104; 49 Geo. III. c. 74; 6 Geo. IV. c. 117; 3 and 4 Vict. c. 118; and 9 Vict. c. 23.

The defenders, who objected to the contemplated erections, both in their nature, and as shutting out access to the river Clyde, the quays, and road from their other property, relied on the statutes as expressly or impliedly prohibiting the building of sheds and walls.

The First Division repelled the defences, and decerned to the effect of enabling sheds and walls to be erected according to a plan referred to, and subject to all reasonable access, in favour of Wright, according to the reservation in his disposition.

Wright appealed, repeating in his case his previous pleas, and citing—*Lee* v. *Milner*, 2 M. & W. 824; *Parker* v. *Great Western Railway Co.*, 7 Scott, N. R. 870; 10 Geo. III. c. 104, § 26; 3 and 4 Vict. c. 118, §§ 23, 121, and 122.

The respondent supported the judgment upon the following reasons:—1. Because the Parliamentary Trustees of the River Clyde and Harbour of Glasgow are entitled, as proprietors of the ground acquired by them from the appellant, to erect the shed and wall referred to in the summons, and delineated on the plan. 2. Because there are no reservations in the disposition by which the ground was conveyed by the appellant to the trustees, which debar them from erecting the shed and wall. 3. Because, under the statutes, they are not only not prohibited from erecting the shed and wall, but are, by the express provisions, and by necessary implication, entitled to erect them.

Rolt Q.C., and *R. Palmer* Q.C., (with them *Stuart*,) for the appellant.

Lord Advocate (Moncreiff), and *Solicitor-General* (Bethell), for the respondent.

The arguments turned entirely on the disposition, and sections of the Clyde Navigation Statutes.

LORD CHANCELLOR CRANWORTH.—My Lords, this is an action of declarator by the Trustees of the Clyde Navigation against Wright and Connell, seeking to have a declarator that the trustees were entitled to erect a certain shed or sheds upon the wharfs which were in course of construction under the authority of various acts of parliament, that right being resisted by Wright and Connell.

The question arose in this way :—Under various acts of parliament prior to the act of 6 Geo. IV. c. 117, powers had been given to the trustees of the Clyde Harbour from time to time to improve the navigation of that river. Much more extended powers were given by the act of 6 Geo. IV. c. 117; and under these powers a great deal was done for the improvement of the navigation of the river. The powers given by that act were still further enlarged by the act which mainly gives rise to the present question, viz., the 3 and 4 Vict. c. 118, under which act, reciting all the former acts, certain persons, the former trustees and others, were to continue to be trustees. Directions were, in the first instance, given for meetings of the trustees, and the mode in which they should conduct their business; and then, by § 11, it was enacted that the trustees, by themselves, or their agents or workmen, were empowered and authorized, "not only to execute and continue the several works authorized by the said recited acts; but also, under the provisions and restrictions herein after enacted, to make, execute, construct, finish, maintain, and keep in repair, the additional works upon, in, or along the river, and in connection with the harbour, delineated or represented on the map or plan herein after mentioned; and likewise the wet dock and other works and improvements hereby authorized to be made, and for those purposes to enter upon and take the lands." Then there were in the act the usual powers that were always found in private acts of this sort, till the passing of the Lands Clauses Consolidation Act, enabling the trustees, when they wanted lands for the purpose of the making of this harbour, or of executing other works, which they were authorized to execute, through the intervention of a jury, if it could not be done without, to get the value of the lands ascertained, and to take the lands.

Now, under the provisions of this act, the trustees have, in fact, taken a certain piece of land, with buildings upon it, belonging to Wright and Connell, adjoining the river Clyde, on the south side of it, in or just opposite to the city of Glasgow, a mile or two thirds of a mile below the bridge, and upon that land so taken the trustees are preparing, first of all, to widen the river, according to the directions of the act, a certain width, and then, to the south of the river thus extended, to form a wharf. Their power to do that is not disputed; but upon that wharf they are proposing to erect a very extensive building, which they call a shed; a building which, I will assume, will occupy nearly the whole of the land taken from Wright and Connell, and which will be of a permanent character—not such a building as is ordinarily designated by the term shed; and they are also proposing to erect a wall. They assert that they have a right to erect sheds under the authority of the act, and that, consequently, they have a right to erect and maintain this building.

The matter came to be discussed in the Court of Session. The Lord Ordinary, in the first instance, by his interlocutor of the 8th February 1853, made an interlocutor declaring, that, subject to the reservation libelled—that was, a right of access by these gentlemen, and certain other rights, the trustees had full power to erect a shed, and had also full power to erect a wall, and that was to be done subject to the reservations libelled. Now the nature of those reservations appears from the conveyance which was executed by Wright and Connell to the trustees upon their purchasing the land from them. The trustees, it appears, wishing to get this land, made an offer of a certain sum of money—£14,000, I think—for the purchase of it. That offer was refused. The value was afterwards assessed by a jury at (no matter what, but) a higher sum, and having been so assessed, a grant or disposition was executed by Wright and Connell, whereby they conveyed the property in the following terms :—"Therefore the said E. Connell, and the said J. Howie, as mandatory for the said J. Wright, the said E. Connell and J. Wright being heritably vested and seised in the subjects after disponed, but always with and under the real lien and burden after mentioned, and the conditions, limitations, and provisions after expressed, except in so far as the same are or may be altered or modified by the destination or application of the subject hereby conveyed, provided for by or under the foresaid acts of parliament, have sold and disponed in favour of," (then it enumerates the trustees of the river Clyde,) "All and whole that plot or area of ground, containing 16,689 square yards, conform to the plan of the said plot or area of ground, and certificate of measurement indorsed thereon by Thomas Kyle, land surveyor in Glasgow, dated 27th July 1843, a copy of which plan is indorsed hereon." Then follow those reservations which are the reservations alluded to by the Lord Ordinary in his interlocutor :—" Declaring always, as it is hereby expressly provided and declared, and created a real lien and burden on the subjects hereby disponed, that the said E. Connell and J. Wright, and their successors, and assignees, proprietors of the remainder of the subjects in the second place above described, shall be entitled to obtain from the Clyde, for the use of their said remaining subjects, (they retained other land to the south, which they did not sell,) by means of pipes laid at their own expense, at a proper depth beneath the surface, for drawing water from

the river, and returning water to the same, and to lead common sewers into the same; and also, that the said E. Connell and J. Wright, and their successors, shall be entitled to have reasonable access for all the buildings to be erected on their said remaining ground to and from the wharfs and quays, so soon as the same shall be formed, opposite to their remaining property, for the use thereof."

Therefore, the result was, that Wright and Connell, subject to that reservation, conveyed to the trustees the property in question, viz., all those 16,689 square yards of land which belonged to them, and which adjoined the south bank of the river Clyde. They conveyed land absolutely without any reservation whatsoever, except the reservation of the right of taking water by pipes, which they were to lay down at their own expense, at convenient depths, for the purpose of getting water from the river, the right of conveying the sewerage to the river from their lands, which were still farther to the south, and the right of reasonable access to the river. Subject to that they conveyed to the trustees the whole of their property, with every right whatsoever that they possessed.

Now, *primâ facie*, there can be no doubt, that upon lands so conveyed, as between Wright and Connell and the trustees, the trustees may do what they please. If there be nothing in the act of parliament preventing it, they may use it for any purpose that they choose. The value of the land was ascertained, it is true, under the provisions of the act of parliament, but that value having been ascertained, it is simply this:—The owners of land convey that land to the trustees in consideration of the sum of money assessed at the value, and reserve to themselves certain rights. If they had not reserved these rights, the trustees, as between themselves and the parties who conveyed, would have been absolute owners; but having made those reservations, the trustees are absolute owners, subject only to those reservations; and amongst those reservations is not a right to prevent the trustees from erecting any buildings whatsoever. Therefore, if this matter is looked at simply upon the contract or deed between the parties, there can be no doubt in the world, that Wright and Connell have no right to stop the trustees from doing anything, unless it is something which prevents them from getting water from the river by means of pipes, or from carrying off superfluous water of their own to the river, or from having reasonable access to the river.

But then the argument urged by the appellant has been this, that although these would be the rights of the parties, if they were to be regulated solely by the deed executed between themselves, yet here the rights of the trustees are qualified by the provisions of the acts of parliament, and that by those provisions the trustees are now proceeding, injuriously to Wright and Connell, to use the land which Wright and Connell have conveyed, in a mode which, though lawful if the legality was to be ascertained only by the construction of the deed of conveyance, is illegal with reference to the acts of parliament.

Now I must own that I have very great doubt whether you can look at the acts of parliament for this purpose, provided the trustees are doing nothing which the acts of parliament prohibit them from doing. If they are only doing that which Wright and Connell might, as between themselves and the trustees, have authorized them to do, I doubt whether you can look at the acts of parliament at all, because Wright and Connell have conveyed this land to the trustees, and the meaning of their conveyance is this—We part with all our rights over this land. We authorize you to do everything with the land which we can authorize you to do, subject only to those restrictions or reservations that we have made in our favour; and if that be so, inasmuch as there is no reservation preventing the trustees from erecting these buildings and works, the erection of these buildings and works is a matter, of which Wright and Connell would have no right whatever to complain.

But as the matter has been very much discussed, with reference to the acts of parliament, as to how far they do or do not authorize the trustees to erect a shed or a wall, I will shortly direct your Lordships' attention to what the provisions of the acts of parliament are, with a view to see how the case would have stood, if Wright and Connell, in conveying the land, had said—we convey it, subject to these express reservations, and we also convey it, that you may use it in the mode authorized by the acts of parliament; but we do not convey it, so that you may proceed to use it in any way not authorized by the acts of parliament. I will suppose that to be the real right which Wright and Connell were entitled to set up, guarding myself, however, against the supposition that, after they have conveyed the land to the trustees, they can insist upon anything not being done by the trustees, the doing of which is not inconsistent with the conveyance which they have executed. But looking at it in the most restricted manner, I am clearly of opinion that there is nothing whatsoever in the acts of parliament which prevents the trustees from using this as a wharf, with all buildings, appurtenances, and appendages, that are useful and convenient for the *bonâ fide* use of the place as a wharf or quay, and with a building or a shed, (whatever be the name that you give it,) which is for the purpose of enabling the better storing of goods, either while they are merely waiting to be put on board, or for a longer period of time, for the convenience of the persons using the wharf. There is nothing whatsoever in the acts of parliament at all preventing that, and, in fact, everything of the sort is authorized.

That which has been mainly relied upon is this. It is said that in the 19th and some following sections of the act of parliament, there are provisions made in respect of certain proprietors, amongst whom, it is said, are impliedly to be found Wright and Connell; and in the 21st section there is a proviso, "That as soon as the trustees shall, from time to time, carry into effect the proper improvements," which, they say, mean *inter alia* the making of a wharf, "the right of the landowners severally to use and occupy the ground or soil within the improved lines shall respectively cease and determine as regards the ground or soil occupied by such improvements: And it shall not at any time be lawful to the said trustees to interpose any grounds, works, or other erections, between the properties respectively of the said landowners and the water way or channel of the river, excepting parallel dykes or water walls for confining or regulating the channel of the said river, and such beacons, perches, or other such works upon the said dykes, as may be necessary for the guidance or information of parties navigating the said river." Supposing the act had stopped there, the contention upon the part of the appellant is, that the making a shed upon the wharf will be in violation of that clause. The clause prohibits the interposing "of erections between the properties of the landowners" to the south of the land which is taken, which still remain the property of Wright and Connell, "and the water way or channel of the river, excepting parallel dykes," which, of course, this building would not be; therefore it is said, that what is here done is in violation of that provision. But the answer made to that appears to me to be perfectly satisfactory. On the one hand, it was said that that clause relates only to the navigation below the harbour,—the navigation, strictly speaking, of the river. Now I do not go along with that. I think that that clause applies to everything that the trustees, who were widening the river for the purposes of navigation, were doing.

But what follows in the 23d section seems to me to shew conclusively, that that does not at all impede or prevent the trustees from using any portion of the land which they were authorized by the act to take for the purpose of adding to the quays or wharfs of the harbour. It does not prevent them from interposing any works or erections between the river and the lands of those who shall remain proprietors, below the land that they are taking, or from making works, or doing what may be necessary for the harbour, they being authorized to make the harbour, with the quays and wharfs along it. It appears to me that the 23d section is so clear upon this point that it admits of no possible controversy, for the legislature having made the enactment, which we find in the 21st section, (the 22d section is not material, it is merely an explanatory clause,) they then provide, in the 23d clause, "that nothing herein contained"—that is, nothing in the provision which says that you shall not interpose between the lands of the remaining landowners and the river any works and erections—"shall hinder or prevent the trustees, under the authority hereby granted, from *inter alia* acquiring the grounds and other heritages belonging to any of the landowners before named, for the construction of the wharfs, quays, and other works, for the enlargement of the said harbour, delineated on the said map or plan; and that after the acquisition of such ground, the boundary line between the said harbour, wharfs, quays, and other works, and the properties of the said adjacent landowners, shall (excepting when any public or servitude road or passage way may still exist) be the dotted lines marked" so and so. Nothing is to prevent the trustees from doing whatever they are authorized to do for the purpose of erecting and making the wharfs.

That being so, let us see whether there is any inconsistency between the two clauses. There is none whatever. The act of parliament says—For the purpose of improving the navigation, you may widen the river up to a given line—that is mentioned as the pink line. You may take any land up to that line for the purpose of widening the navigation. There is no restriction. You may do that in the city of Glasgow, as well as anywhere else. You may do that, all along deepening the river to any depth exceeding 17 feet; but in doing that you shall not interfere with the free access of the riparian proprietors, as they are called, but you shall give to them all reasonable access, such as they had before. But nothing in that proviso, which compels you to give them reasonable access, shall prevent you from doing that which, by the other section of the act, you are authorized to do, namely, to make wharfs and quays for the convenience of that portion of the harbour included within the dotted lines, marked with the letter A, in the town or city of Glasgow. That makes the whole thing intelligible. You are, if you are merely widening the river, to widen it; but, in widening it, you will be likely to impede the access that persons previously had. You shall not do that; you shall give them reasonable access; but though you shall give reasonable access to all persons, which you will be taking away in widening the river, that shall not prevent you, within the limits of the city of Glasgow, taking any land that you please for the purpose of making wharfs, quays, and so on.

The force of that was so strongly felt, that it was necessary for the appellant to argue, that the power to make wharfs, quays, and other works, for the enlargement of the harbour, did not authorize the erection of buildings upon the quays. Now, I think that that would be a very forced construction. I do not care what definition you find in Johnson's Dictionary of a wharf or quay. You must see what the legislature must have meant, when they authorized the making at Glasgow of wharfs and quays for the more convenient use by merchants sending their ships

and loading and unloading goods there. Of course the legislature, by "wharfs and quays," must have meant wharfs and quays with all the adjuncts that were convenient for the purpose; and I confess, that even if we could not have spelled out from any other part of the act, that it was the intention of the legislature to authorize such erections, I should have been very apt to hold that, upon the mere authority "to erect wharfs and quays for the convenience of Her Majesty's subjects," we must understand wharfs and quays now made according to the most approved scientific principles. And observe to what an absurd extent any other limited construction than that would lead. In one of the clauses, which seems to have been framed with mere tautological repetition, lamp posts are ordered. Is it to be said that, in making a wharf and quay, you are not to erect a lamp post upon it? And yet the construction contended for must go that length. I do not know that the iron rings which you see upon a wharf are, strictly speaking, part of the wharf. I dare say if you look at the definition of the word "wharf," you would not find iron rings included. But it is absurd to suppose that the trustees are to fence off and build up against the river, and that they could not put that which was necessary for a ship or boat to fasten itself with. I do not know that there is any authority to make steps down to the river. I think that these considerations would have led me to the conclusion that it must have been intended by the legislature to make wharfs and quays in the mode in which the trustees should reasonably deem most convenient for Her Majesty's subjects.

But I think that we may, if it be necessary, looking at this case in the sort of spirit in which it has been looked at, find that there is an express intention on the part of the legislature, that the trustees should be enabled to erect what is called, in the different acts, sheds for the convenient use of persons loading and unloading their goods.

Reference was particularly made to the 27th section, which authorizes not merely the erection of wharfs and quays, but the making of a large wet dock, called Windmillcroft. There, it is said, the word "sheds" does occur, because the trustees are to make, complete, repair, and maintain the wet dock delineated on the said map or plan, as intended to be constructed on the said lands; "together with all and every quay and quays, wharf or wharfs, locks, cuts, entrances, cranes, sheds, engines, bridges, lamp posts, works, and other matters and things necessary to, or connected with, such dock." The argument was this—sheds being enumerated there, you cannot understand that the legislature would suppose, that the making of a shed was included in the mere authority to make a dock, or to make a dock with works connected therewith. But very little weight can be attributed to the use of unnecessary or tautological expressions of this sort. For, observe, that amongst the other things which the trustees are authorized to make for a wet dock, are "entrances." Could it be possibly imagined that the legislature meant to authorize the making of a wet dock without an entrance? And yet, the word "entrance" is expressly stated. An entrance to the dock is there given as a word in addition to the dock, just as the word "shed," and the word "cranes," and other words, are given—from which I only infer, that you cannot adduce anything from the occasional use here and there of those words in the act, which would be implied in the more general words, and from their omission in the other part of the act. It is only another instance amongst many of the loose way in which these acts of parliament are framed.

But it was observed by the counsel for the respondent, that the 59th section expressly states this, "that the powers and authorities granted by the said recited acts to the trustees to exact and levy, 'among other things, shed duties, that is, duties for the use of sheds,' or with the clauses and provisions contained in the said acts in relation thereto, shall be, and the same are hereby repealed; and the trustees under the present act shall be, and they are hereby authorized and empowered to demand, exact, and recover, from all and every person or persons importing or exporting goods at the said quays or wet docks, for the sheds, cranes, and weighing machines, constructed or to be constructed at the said harbour or dock, the rates and duties specified in schedules A, B, and C, hereto annexed." Now, the only way in which that can be possibly met is this, by saying that there was an authority to construct sheds at the wet dock; and that those words, "sheds to be constructed," must refer to sheds to be constructed at the wet dock, or to sheds hereafter to be constructed, but not yet constructed, upon lands which were included in the former act. I think that that is an extremely narrow construction of an act of this sort. I can only read the act as shewing that the legislature clearly contemplated that sheds had been constructed, not merely at the wet dock, but in the harbour or dock, the harbour there excluding the wet dock; and that they might hereafter be constructed, and duties levied upon them.

I do not rely upon the subsequent language of the 9 Vict. c. 23. There may be weight in that, but it does not strike my mind as throwing any very great light upon the subject. It is said that there is an interpretation clause there, which makes the words "other works" include sheds, and that the two acts of parliament are united together, so that the words "other works" in the former act may be read retrospectively to include sheds. I should feel very great difficulty in coming to that conclusion, if it rested upon that. It is merely a further illustration of the point, that the legislature considered the general word "works" to include

everything. But I do not specifically rely upon that as deciding the case at all one way or the other.

It is said further, that the 46th section expressly stipulated that the trustees should leave such openings, and so on, in the works, and should form such roads, accesses, and sewers, as may afford suitable and convenient communications at all times with the river, without prejudice to any claim for damages. Now, I confess that I have a great doubt whether that does apply to a case where works and docks have been made, for the trustees are not only to form openings, but they are to form roads and accesses to the river for each of the proprietors. Now, it hardly seems consistent with the notion of a wharf, that each proprietor whose land is taken is to have access by a road; but even assuming that it does mean that, I see nothing in the decision that has been come to, which will not give to these gentlemen roads in the reasonable meaning of the term "roads." It cannot mean that across the wharf there is to be absolutely a road, as distinguished from an access to pass over the wharf; the road will be *secundum subjectam materiam* a passage from the works up to the river. That is stipulated for by the deed itself; and it is, I think, quite sufficiently provided for by the interlocutor of the Lord Ordinary, and afterwards of the Inner House. The first interlocutor was simply a declaration in the general way that the trustees had the power of making sheds, and subsequently, after the nature of the sheds had been called to the attention of the Court, the following interlocutor was pronounced:—"Repel the defences, and decern in terms of the libel, to the effect of enabling the pursuers to erect sheds and walls as specified in the plan, No. 8 of process, and generally to use the ground in question in the manner, and under the reservations in the interlocutor of the Lord Ordinary, dated 8th February 1853, adhered to by the interlocutor of the Inner House, dated 5th, and signed 6th July 1853, and decern; reserving to the defender Wright, in the event of buildings being erected on his property, all claims for reasonable access which may be competent to him, in terms of the reservation in the disposition."

What can the appellants wish for more than that? They have reserved to them all reasonable access. The argument that we have heard has been, that now they are only leaving apertures 20 feet wide. If, hereafter, the present appellants should erect manufactories or other works which should make it necessary or convenient for them to have wider access than openings 20 feet wide, this interlocutor would put an end to this, and drive them to a mere action for damages, instead of securing to them what they were entitled to have, namely, a clear and absolute access. I entirely differ from that. The Lord Ordinary, in the first instance, and the Inner House afterwards, have secured that to the appellants which they were entitled to, namely, reasonable access in the only way in which it could be secured. You cannot define *ab ante* what is to be reasonable access. At the present moment it is stated that the appellants have no building at all, and in that state of things reasonable access would be a door as wide as that by which your Lordships enter this House. All that they can want is a passage through which to pass. But if the opening of 20 feet is not large enough, the appellant will have his remedy to make it larger. If, hereafter, he should erect, as he contemplates doing, large buildings for the manufacture of engines, which will not be able to get down to the wharf through an access 20 feet wide, it is quite clear that the interlocutor does not entitle these trustees to exclude him from having whatsoever access shall from time to time be a reasonable access. That has been secured to him; and in securing that to him, it appears to me that the Lord Ordinary, in the first instance, and the Court of Session afterwards, have done all that it was necessary to do, in order to secure the rights of these gentlemen, and that they have no reason whatever to complain of the interlocutor pronounced. The result is, that I shall move your Lordships that this interlocutor be affirmed, with costs.

I should observe, that LORD BROUGHAM, before he left the House, requested me to say that he had not heard the whole of the argument, but as far as he had heard it he took entirely the same view; but not having heard the whole of the argument, he was unwilling to express any decided opinion on this case.

LORD ST. LEONARDS.—My Lords, I entirely agree with my noble and learned friend, that the appellant has failed in maintaining the proposition which he has argued at the bar. The Act 3 and 4 Vict. c. 118, is singularly framed, and it would be very difficult to understand it, if we were not aware that doubts had arisen which had in part been compromised and put an end to as regards certain of the proprietors on the banks of the Clyde.[1] Now this act, the 3 and 4 Vict. c. 118, therefore took this shape. It first of all recited that there was a pending action with Mr. Tod as to part of these rights, and it therefore reserved the whole of the question which was then under litigation. Then § 19, which has been so much relied upon, is in these terms:—"And to avoid disputes as to the right of property on the banks of the river, in so far as belonging to the parties herein after named." It then says, that, in regard to the persons who are named, the rights of the river shall be taken according to a certain map—that is, it was

[1] See *Lord Advocate* v. *Clyde Trustees and Hamilton*, *supra*, p. 6: 1 Macq. App. 48; 24 Sc. Jur. 379.

already settled, what should be the extent of the rights of the parties who are named in that section; and then it provides, in regard to the value, that whatever should be the value found of the part within certain limits of the right so claimed, only one half should be the price to be paid to the parties; but then that half was to be paid instantly—it was money paid down. The subject was agreed upon; the price was not fixed, but the proportion was fixed; it was to be half the value. It was not that there was to be a valuation of the moiety, but there was to be a valuation of the whole, and then the price was to be reduced by one half, and that half was to be paid into the hands of the proprietors.

Then came the next section, which provided, that after possession was taken by the trustees of the ground which they had so acquired under § 19, and paid for under § 20, then the right of the landowners should cease in that part of the soil in which they had hitherto enjoyed it. It was an encroachment by them, but the trustees of the river had acquiesced in it, and therefore the dispute had arisen. They had, however, settled their disputes, and fixed upon the compensation to be paid, and then the right of these parties is to cease. And then come these words: —"And it shall not at any time be lawful to the trustees to interpose any grounds, works, or other erections between the properties respectively of the landowners and the water-way or channel of the river," except certain dykes, which I need not refer to, as they are not now in question. Now that is said to be an absolute prohibition as against the trustees erecting any works, or allowing any grounds to remain between the remaining soil of the parties in question and the channel of the river. Sect. 22 allows the trustees to take ground lying outside of the line, but within the line of deviation. And then comes § 23. But first of all, if you will turn back to § 19, you will find, with respect to the land which is to be acquired, to avoid disputes, it is enacted, that the lines should be defined in such a way, and they "shall, subject to such alteration as may arise from the exercise of the powers of deviation, and the right of acquiring land for the harbour and quays, as herein provided, form the boundary lines between the river and the adjoining landowners after named." Then, when you come to § 23, you will find it provided, consistently with that provision and exception—" That nothing herein contained shall hinder or prevent the trustees, under the authority hereby granted, from *inter alia* acquiring the grounds and other heritages belonging to any of the landowners before named, for the construction of the wharfs, quays, and other works, for the enlargement of the harbour delineated on the map or plan," and so forth.

Now to stop there, it was insisted that these appellants are within those provisions, and that, consequently, as they contend, they are entitled to the possession of their remaining land without anything whatever being interposed between them and the channel of the river. I understand that is their contention upon that part of the argument. Now, in point of fact, if it rested there, I should be of opinion that they would be entitled to no such right, because § 19 expressly refers to land afterwards to be acquired for the harbour. Sect. 23 does most expressly give authority to acquire the land for the harbour, and § 22 provides for their taking land outside of the line, and therefore, as regards the appellants, (I am not talking now of the wharfs and quays,) even if they were within these sections, I think it is perfectly clear that § 19 is qualified by § 23, which would give a right to the trustees to take their lands for the purpose of the harbour.

But I am clearly of opinion that they are not within those clauses at all: they were not the persons who are named; they have the right in fee, subject to the superiority of Walkinshaw's trustees. These trustees are named, but they are named clearly in respect of other property, and I am perfectly satisfied that the appellants do not fall at all within those provisions. But I am not at all prepared to say that it makes much difference whether they are or are not within those provisions, because, if they are, they are precluded by § 23 from objecting to their property being taken for the purposes of the harbour, and therefore it would remain upon the question of construction as regards the sheds. But the appellants come clearly, as it appears to me, within the subsequent clauses, providing for a different set of persons. We must bear in mind that, by § 11, the trustees of the harbour and works have a general power to take all lands within the lines defined for the purposes of their works, and that these particular provisions are only introduced to meet the peculiar circumstances of the two sets of persons who had encroached upon the bed of the river—that is, who had enjoyed the parts of the bed of the river which had been made solid ground, but which were again required for the purpose of enlarging the river.

We come then to § 24, and that recites—" And whereas questions have also been and may be raised, in relation to the rights of individual proprietors along the banks of the river (other than the proprietors specially before named) to compensation." It is then required that there shall be, as regards those persons, a general valuation, and that as regards any portion of the *alveus* or channel of the river which shall be found to belong to those who claim it, they are not to be paid half; they are not to have the money in their pockets, but the whole sum assessed is to be deposited in the bank, to await the decision of the question whether they are entitled to it or not. These parties had not compromised their rights; therefore, if their rights should be established in their favour, they would have the whole price, and not the half, to which those persons are entitled who are within § 19. But if that question was decided against them, they would not have

a single shilling, whereas there was to be no decision as regards those coming within § 19, because they had effected a compromise, and they had received a half, and it would be a perfect matter of indifference whether the right of enjoyment existed or not.

Now, supposing that remained so, being myself clearly of opinion that the case of the appellants fell within § 24, except so far as it fell within the general section, the only effect of § 24 was this: It did not at all affect the right of the appellants as to any ground which they had, but it simply provided, that if any part of the ground now taken from them should be proved to have been part of the channel which they had enjoyed, because it had been formed into solid ground, then they should not receive that portion of the price which was the value of that particular part of the channel, but it should be paid into the bank, to await the decision of the question whether they were entitled to have it or not. In other respects the general provisions of the act were to apply to it, and then under § 26 the parties are entitled to apply to the Court of Session.

Then comes what, in my opinion, does apply to all persons—that is, § 46. I think that section applies to both sets of persons. I think it applies as well to those who have compromised as to those who have not compromised. It is singularly framed, but it is general:—"Provided always, and be it enacted, that where, by the formation of any works under or by virtue of the said recited acts, or of this act;" and therefore I cannot say that I myself have any doubt that it applies to all, for it is not even confined to works authorized by the act 3 and 4 Vict. c. 118, but it extends to all works authorized by previous acts of parliament—"That where, by the formation of any works under or by virtue of the said recited acts, or of this act, the access to the river previously enjoyed by the owners and occupiers of the land adjacent thereto is or shall be impeded or obstructed, the trustees shall leave or form such openings in the said works, and also shall form such roads, accesses, and sewers, at convenient distances, for such owners or occupiers, as may afford them suitable and convenient means of communication at all times with the river." I think that that applies to the whole. But then, if it does apply to the whole, there is this dilemma in which the appellants have placed themselves. The act of parliament provides a very short mode of conveyance of about perhaps the size of one's two hands, and the parties might have resorted to that if they had pleased; but they thought fit not to do so, nor to rely on the provisions of this 46th section, if it extended to them, of which, probably, they felt some doubt; but they thought fit, in the conveyance of this piece of land, to stipulate for those reservations which they chose to insist upon, and therefore, taking a conveyance of a very extensive nature, with a great many provisions in it, leaving the act of parliament entirely out of the question, although vesting the fee in the trustees according to the act of parliament, they, upon the face of their conveyance, reserve to themselves rights which are not the rights secured to them by any one portion of that act. If they say that they are within § 21, and not restricted, then they have evidently restricted their rights, because they have stipulated for easements, which are inconsistent with the right to which they say they are entitled under § 21; and if they fall within §§ 24 and 25, then they have not relied upon § 46, but they have, by their own conveyance, reserved to themselves rights which are equally inconsistent with their rights under § 46.

Now I cannot for a moment admit that they have not themselves treated their rights as rights arising under §§ 24 and 25. They have recited in their very deed of conveyance, which I hold in my hand, that their claims and rights are under §§ 24 and 25, and that they are valid under §§ 24 and 25; and instead of half being paid to them, as it must have been, if their rights had depended upon § 19 and the subsequent sections, the whole sum of £300, which was the entire value of that portion of the soil of the channel which they had been in the enjoyment of, was to be paid to them; so that they have precluded themselves from argument on that ground. Now, if you will look at § 46, which they fall within, for it clearly extends to them, you will find what the act of parliament says—"That where, by the formation of any works under or by virtue of the said recited acts, or of this act, the access to the river previously enjoyed by the owners and occupiers of the land adjacent thereto, is or shall be impeded or obstructed, the said trustees shall have or form such openings in the said works, and also shall form such roads, accesses, and sewers, at convenient distances, for such owners and occupiers, as may afford them suitable and convenient means of communication at all times with the river; which openings and roads, accesses and sewers, shall be kept clear, and in good and sufficient repair, by the said trustees, at their expense, in all time coming, without prejudice to any claim." Now they have thought fit to execute a conveyance of the fee, by which they have reserved to themselves, not the rights provided for them by the act of parliament, but rights, I may say, directly in opposition to them. The conveyance is in these terms:—"Declaring always, as it is hereby expressly provided and declared, and created a real lien and burden upon the subjects hereby disponed, that the said Edward Connell and John Wright, and their successors and assigns, proprietors of the remainder of the subjects in the second place above described, shall be entitled to obtain water from the Clyde for the use of their said remaining subjects, by means of pipes laid, at their own expense, at a proper depth beneath the surface, for drawing water from the river, and returning water to the same, and to lead common sewers into the same; and also that the said Edward Connell

and John Wright, and their successors, shall be entitled to have reasonable access for all the buildings to be erected on their said remaining ground, to and from the wharfs and quays, so soon as the same shall be formed, opposite to their remaining property, for the use thereof." And then comes this remarkable clause, not relying upon the provisions of the act of parliament, but choosing a form of their own to decide any differences which may arise :—" And in the event of any differences arising regarding these matters, the same shall be determined by the Sheriff-principal of Lanarkshire, or by an arbiter to be named by him upon an application presented by either party." They have chosen, therefore, a totally different tribunal from the Court of Session. They should have gone to the Sheriff of Lanarkshire, and asked him if he will accept their reference, or will appoint an arbiter ; and they cannot ask the Court of Session to decide these questions till they have themselves, at all events, appealed to the forum, which they have themselves thought fit to select for the decision and determination of their own disputes.

I am clearly of opinion, therefore, that these appellants—who have parted with their property —who have waived the provisions of the act of parliament (as they were at perfect liberty to do) —and have made a bargain for themselves with the trustees for certain reservations—have, by their deed, precluded themselves from the provisions of the act of parliament, and they must rely upon the reservations of their own deed ; and if, under those reservations, any dispute should arise, there really is a mistake and misapprehension in going to the Court of Session upon that subject, but they must go to the forum which they have selected. The appellants will naturally say that they did not go there, but that they were called there by the trustees. That is so, no doubt, but then that point should have been left open ; and it is left open because, without perhaps seeing exactly the point to which I am referring your Lordships, the First Division do leave to the parties the benefit of the reservation. If, therefore, there should not be a proper mode provided of allowing the parties to supply themselves with water, and so on, or if there should not be access to the river from the buildings, when that shall arise, they must refer, not to the Court of Session for those rights reserved, but they must refer to the Sheriff or his arbiter.

Now I think it perfectly clear that no reference can possibly be made either to the Court of Session, if it belong to their jurisdiction, or to the Sheriff of Lanarkshire, if they are to resort to him, until the appellants have either erected the buildings, or pledged themselves to the sort of buildings that they are about to erect. What can be so wild as to be asking for a road, if a road they are entitled to? But I see nothing about a road in their deed. It has been argued very much upon the act of parliament, but there is nothing about a road in the deed, and they can have nothing out of their deed. But supposing that it were so, how can you tell what would be required? They choose to state, that they mean to erect such magnificent works for the making of enormous machines, as that 20 feet is not a sufficient width for them to pass to the river side. Why not as well say 40 feet or 100 feet? For what I know, they are going to make some of those monstrous projectiles which are going to the seat of war, and which may require a vast space. It is a reasonable access that is to be given to them, and with reference to buildings. But if they fancy that they can destroy the effect of the deed, which they might do if they had a general power, they will find themselves mistaken. They must, according to the nature of the contract, erect such buildings as they can fairly, with a view to the proper use by the trustees of the ground, claim an access for to the river.

That would, in my view, entirely dispose of this case ; but it has been argued so much upon the question of the right to erect sheds, that I thought it useful to go through the acts of parliament in order to see, whether there was any foundation for the argument which has been maintained. It is a very dangerous argument. We have had lately the rights of companies tried by very severe tests in this House. We have had a great deal of contention about what are or are not the rights of companies. But this is rather a new description of claim. Generally, we have had companies coming forward, not with a very good grace, to contend, that the acts which they have done were not within their powers ; that they have been dealing illegally, and pretending to cover their shareholders ; that their shareholders are represented by them in opposition to the acts which they themselves have done ; and we have had unseemly contests upon the part of companies with a view to set aside acts which they have done, by which they were *bonâ fide* bound.[1] But this is of a totally different nature. It is now contended that you are to spell through a number of acts of parliament, in order to shew what is the particular use to which a company acquiring land under an act of parliament is to apply that land. Now I entirely agree that land acquired under an act of parliament could not be applied to a purpose directly opposed to that act of parliament. Companies are not to abuse their powers, and, under pretence of buying land for a harbour, they are not to construct a railway, for example, or to use it for any other totally different purpose. But within their act of parliament, and to the extent of their powers, and to the extent to which they choose to exercise those powers within the act of parliament,

[1] His Lordship alluded to the following cases:—*Bargate* v. *Shortridge*, 5 H. L. C. 297; *Eastern Counties Railway Co.* v. *Hawkes*, 5 H. L. C. 331 ; *National Exchange Co.* v. *Drew*, *ante*, p. 482: 2 Macq. Ap. C. 103,—all leading cases.

I should be clearly of opinion, unless there is some express prohibition, that, acquiring the land under the act of parliament for the purposes of the act, they may do with that land just as any other proprietor would do, always admitting that it is not to be applied to any works foreign to the act itself. Supposing, for instance, that a company thought it necessary to build a station, and they had got the land, is it necessary that they should have a power to build a particular station? It is constantly the habit of railway companies to build a station. Supposing that these trustees thought it necessary to erect a shed anywhere for the purposes of the trade, I should be of opinion that, unless they were expressly prohibited, they would have a perfect right to do so; to erect a shed, or do anything of that sort which is incidental to the execution of their works, or which they deem necessary in the execution of their works, and which they erect *bonâ fide* in the exercise of their power. The limit of that power would be a matter, with which any man who sells land to them has no more right to interfere than any stranger who is passing along the street; and it will not do to come into a Court of Justice and endeavour not to look at the contract—not to look at the general scope of the acts—but to pick out and dwell upon some particular provisions, in order to shew that the particular dedication of a particular piece of ground has not been exactly pointed out and defined by the act of parliament.

Now, although this is my opinion, yet, for the satisfaction of the parties, I can shew them, I think, that there is a clear authority to erect sheds under the express terms of the different acts of parliament.

The 6 Geo. IV. c. 117, § 20, gives powers to erect additional sheds, warehouses, and so on. This shewed that sheds and warehouses were deemed necessary for the accommodation of the trade. The same necessity would seem to exist for extended works. Power also is given by § 22 to enclose with walls, &c., the quays or wharfs. There were powers also given to levy shed and crane dues (§ 27), and to let storehouses (§ 29). Now that is very material, because that is the only reason why it is enumerated. It is clear that they might erect sheds, for they were authorized expressly to levy for the use of the sheds, and they were authorized to let the storehouses, and to enforce the payment of tolls and dues in respect to the use of those storehouses. Now the 3 and 4 Vict. c. 118, recited the expediency of constructing a wet dock, wharfs, and other works in connection therewith. By the 11th section the trustees were empowered not only to execute "the several works" authorized by the said recited acts, but also under the provisions and restrictions herein after enacted, to make, execute, construct, finish, maintain, and keep in repair, the additional works upon, in, or along the river, and in connection with the harbour, delineated on the map, and likewise the wet dock, and other works and improvements thereby authorized. The respondents argue that § 21 prohibits the trustees from interposing any grounds, works, or other erections between the properties of the landowners, and the water way of the river, (with a certain exception,) and that the provision in § 23 which authorizes the trustees to acquire grounds which would thus interpose, is confined to grounds and the works actually delineated on the plan, and no sheds are shewn there. But the true construction of § 23 does not confine the works to those delineated on the plan, nor can it be supposed that every shed or every engine, lamp post, &c., would be so delineated. If, therefore, the trustees are not prohibited by the general provisions from erecting a shed, there is nothing in these sections to prevent the trustees from erecting a shed as part of the necessary works.

Now § 46 proves, that non-access to the river by the works was anticipated, but so far from preventing it, this section provides, that where "by the formation of any works under or by virtue of the said recited acts, or of this act, the access to the river previously enjoyed by the owners and occupiers of the land adjacent thereto, shall be impeded or obstructed, the trustees shall leave or form such openings in the said works, and also shall form such roads, accesses, and sewers, at convenient distances, for such owners and occupiers, as may afford them suitable and convenient means of communication." And § 59 repeals the powers already granted to levy shed or crane dues, and authorizes the trustees under this act "to demand tollage duties from all persons importing or exporting goods at the said quays or wet docks, for the sheds, cranes, and weighing machines constructed or to be constructed at the said harbour or dock." And by § 122, "the former acts, and the clauses and provisions therein contained, are to be effectual for carrying the act into execution, as if the same had been repeated and re-enacted in the body of this act, and the former acts; and this act shall, as to the powers, provisions, matters, and things not repealed, altered, or affected, be construed together as one act." This provision alone would give to the trustees all the same powers incidental to the new works, which the former acts gave to them as incidental to the like original works. There is no express prohibition, and I can see no ground for implying one against the trustees erecting such necessary sheds, weighing machines, and the like, for the use of the new works, as the old act gave to them for the original works, and in that view this provision seems to me to give them the like power. So far as not repealed, all the works may be considered as authorized by all the acts, with the usual powers for making them.

It is said that, because the legislature gave powers expressly in some cases to erect sheds, none

can be erected where the act is silent as to sheds. But if this argument could be maintained, it would be answered by the provisions to which I have referred; but it does not rest here. By 9 Vict. c. 23, which enlarged the time for the trustees compulsorily taking certain lands on the south side of the river, and authorized the making of a wet dock on the north side, the act 3 and 4 Vict. c. 118, and the Lands Clauses (Scotland) Act 1845, were to be read and construed as forming part of that act. This proves that all the acts form one law, and are to be construed accordingly; and § 3 then gives to the terms "other works," the meaning of "sheds, cranes, causeways, tramways, weighing machines, &c., connected with, or for the use of, the harbour or navigation." And this, I think, upon the true construction of the context of the act, impresses upon the words "other works," in the act 3 and 4 Vict. c. 118, the same meaning as was given to them by this act; for the act of the 3 and 4 Vict. was to be read and construed as part of the later act. The 10th section of 9 Vict. gives power to the trustees, who were trustees under all the acts, to "enclose by stone walls or other means, such portion of the dock, quays, wharfs, and other works under their management, as they may consider expedient for the security and safety of goods loaded and discharged at the dock or harbour."

On a review of all the statutes, I can find nothing to restrain the trustees from erecting any sheds necessary for their undertaking. On the contrary, I think, taking all the statutes together, they do authorize the erection of sheds and other works. But unless, by implication, they are prohibited from erecting sheds on the new acquisition, I think it clear that they may erect sheds, if even they are not, as I think they are, expressly authorized to erect them; for the erection of works, such as sheds, is incident to their ownership of the land, and nothing could be more mischievous than an endeavour to restrict their rights without a clear indication by the legislature of the extent to which their powers as owners of the land were to be restricted. In this case, what is proposed is clearly within the objects for which the trustees were empowered to purchase, and therefore the case introduces no question as to the power of a public company to dedicate their land to purposes foreign to the purposes for which the company was established. It was argued that "wharf" did not include a shed; that depends upon the nature of the works, and the context of the acts. If the appellants were within § 21, still they would be subject to the provision in § 23, and I do not think that the introduction of the word "sheds" in § 27, for the constructing of a wet dock, which includes all other incidental works, can assist the appellants.

Upon the whole, I apprehend it is not necessary to shew, that the sheds were authorized to be constructed, and the appellants have wholly failed in their contention at the bar. But I think it perfectly clear, that if it be necessary to find a power to erect sheds, upon the true construction of all the acts taken together as one act, as we are bound to take them, they confer upon the trustees the powers which they have exercised. I think it is quite clear that the appellant has failed upon all the points, and that consequently this appeal should be dismissed, and dismissed with costs.

Interlocutors affirmed, with costs.

Appellant's Agent, Andrew Howden, W.S.—*Respondents' Agent,* Simon Campbell, S.S.C.

JULY 23, 1855.

THE SCOTTISH CENTRAL RAILWAY Co., *Appellants*, v. THE STIRLING AND DUNFERMLINE and THE EDINBURGH AND GLASGOW RAILWAY Cos., *Respondents.*

Railway—Making Railway from another Railway—Point of Junction—Clause—Construction—*A railway act incorporated certain persons for the purpose of making a railway from the town of S., and also from the S. C. railway near S. to the town of D. A section of the act referred to the line as commencing by a junction of the S. C. railway at two places.*

HELD (affirming judgment), *looking at the plans and sections, this meant that there were to be two junctions of the new railway by running into or out from the S. C. railway at the places described.*[1]

The action was brought to determine whether the respondents were entitled, under their several acts of parliament, "to form and maintain a junction of the Stirling and Dunfermline Railway with the line of the Scottish Central Railway at or near to the gas works in the burgh

[1] S. C. 27 Sc. Jur. 600.