MINUTE OF AGREEMENT between the Glasgow Royal Asylum for Lunatics incorporated by Royal Charter, the first party hereto (hereinafter called "the first party") and Joshua Heywood Collins, Paper Manu-:facturer, Kelvindale, Glasgow, Sir Donald Matheson, K.C.B. Turkey Red Dyer and Printer, Glasgow, and James Neilson of Mossend, Ironmaster, Glasgow, three and a Committee of the promoters of the Lanark-:shire and Dumbartonshire Railway and specially authorised to act on behalf of the Promoters, any two of them being a quorum the second party hereto (herein-:after called "the second party")

WITNESSETH

WHEREAS the second party are promoting a Bill in the present Session of Parliament entitled "A Bill to "authorise the construction of a Railway from the Ca-":donian Railway near Glasgow to Dumbarton and Loch "Lomond with subsidiary lines and a road pier and other "works in connection therewith and for other purposes" and WHEREAS Railway Number Two (hereinafter referred to a "the said Railway") proposed to be authorised by said Bill will pass through a certain portion of the Lands of Gartnavel near Glasgow in the Parish of Govan and County of Lanark belonging to the first party and WHEREAS it is provided in the said Bill that a Company shall be in-:corporated in the event of the said Bill receiving the sanction of Parliament to carry out the provisions there-:of and the second party hereby undertake that the said Company (hereinafter referred to as "the Company") shall carry /

carry out this Agreement THEREFORE the parties have agreed and Do Hereby Agree as follows videlicet:-

First The Company for the purposes of the said Railway shall only acquire that portion of the first party's lands coloured red on the plan annexed and signed by the parties as relative hereto and the Company notwithstanding the powers conferred on them by the said Bill shall not acquire any other portion of the first party's lands under the said Bill without the first party's consent.

Second The second party shall acquire from the Proprietors of the Kelvinside Estate Company the portion of their lands of Kel-:vinside Coloured blue on the said plan and shall convey the same to the first party free of price and costs of even date with conveyance by the first party of the portion of their lands and the second party undertake that upon the nett measure-:ments being ascertained of (first) the said ground to be taken from the first party and (second) the said ground to be acquired for and conveyed to the first party under Number Two Agreement that there shall not be more than one half acre of the lands to be taken from the first party in excess of the lands to be conveyed to the first party.

Third The Company shall over and above conveying to the first party the said ground to be acquired from the Kelvinside Estate Company pay to the first party the sum of Two Thousand Pounds in respect of the said quantity of land taken from in excess of the land to be conveyed to the first party (estimated at one half acre as the maximum extent) and for the damage to the land severed.

Fourth The second party shall acquire the said ground from the pro-:prietors of the said Kelvinside Estate Company under and in virtue of an Agreement to be entered into of even date herewith between /

between the first and second parties hereto and the Trustees for the proprietors of the said Kelvinside Estate Company (hereinafter referred to as "Agreement Number Two") which shall contain the whole clauses and terms conditions thereof.

Fifth The Company shall construct in a good and sufficient manner and at their own expense the following accommodation works for the first party in connection with the said railway and that in addition to all the accommodation works prescribed by the General Railway Acts videlicet (a) The Company shall erect a temporary fence which shall be built in a manner and of a height all to the entire satisfaction of the first party, and it shall fence off all the portion of the first party's lands to be acquired by the Company under the said Bill so that during the construction of the said railway the first party's remaining property shall be as sufficiently enclosed and pro-:tected as it is at present. The said temporary fence shall be erected inside of the new boundary of and upon the first party's lands, but not more than within nine feet inside thereof. The Company shall also make a sufficient and safe temporary access to the North British Railway Company's siding from the first party's lands. The Company shall not proceed to any operation upon the lands to be acquired under the Bill until this has been done to the entire satisfaction of the first party (b) The Company shall construct a new walking path and plant strips of planting (similar to these at present existing) partly upon the remaining lands of Gartnavel and partly upon the said portion of Kelvinside lands to be ac-:quired under Number Two Agreement, the same to be formed on the lines and elevations and of material all to be approved of by the first party (c) The Company shall construct a Bridge over the said Railway of at least Twenty feet in width at or about the place shewn on the said plan, and the Company shall form /

form a connecting road or roads of the same breadth as the Bridge to join the roads to and from the Asylum leading over the said Bridge to the gate in the present wall giving access to the North British Company's siding and said road or roads to be formed also to afford good and efficient communication to the first party's severed ground The said Bridge to be fitted up with a suitable gate at the west end thereof of not less than nine feet in height and the parapets of the Bridge are to be of such a design and height to be approved of by the first party and to be covered in if the first party so elect (d) After the Com-:pany shall take possession of the portion of the lands of Gartnavel for the purpose of the said railway, they shall immediately enclose the same on the west side thereof by a stone wall nine feet in height and of the same character description and sufficiency as the existing boundary wall of the first party's property which wall shall be built entirely on the first party's lands and be their property. (e) The Company shall erect along the presently unfeued sides of the portion of the lands belonging to the first party which shall be severed by the said Railway a stone wall not less than seven feet six inches in height and of the same character, description and sufficiency as the ex-:isting boundary wall of the first party's property and wh which wall shall be built entirely on the first party's lands and be their property (f) The land to be acquired from the Kelvinside Estate Company and to be conveyed to the first party shall be enclosed (first) from A to B marked on the said plan annexed hereto by a wall in con-:tinuation of the aforesaid nine feet wall and of the same character, height and description and (second) from B to C and /

and from C to D and from D to E all as shewn on said plan by a neat parapet stone wall surmounted by an ornamental wrought iron railing with necessary openings and gates all of a de-:sign and description to be approved of by the first party and (third) from E to F as marked on said plan by a stone wall of six feet in height above the crown of the road and of a description and character similar to the existing boundary wall along the Claythorn Road, and that part of the said ground lying between the side of the Great Western Road and the Building line thereof shall be laid out by the Company with walks and shrubs in a style and manner to the satisfaction of the first party. All the new boundary walls shall be properly built and joined to the existing boundary wall so that a complete boundary wall shall enclose the Asylum on the new boundary lines (g) The Company shall pay to the first party when they begin to erect the said temporary fence one hundred and fifty pounds as the ascertained value for the reinstatement of the Pig, Hen and Tool Houses and accessories interfered with or destroyed by the said Railway. (h) The Company shall provide an access for the first party's traffic to any siding to be formed by the Company in con-:nection with the said Railway which shall be adjacent to the first party's property and that by making a road leading to said siding similar in design and construction to the road presently leading to the North British Railway Company's siding in the first party's lands, and shall make a gateway in the boundary wall of the first party at a suitable point and all in a manner similar to the accommodation which the first party have in connection with the North British Railway Company's siding. (i) The Company shall provide a private entrance to the railway station to be formed by them for the Great /

Great Western Road and which private entrance shall be formed at the most convenient point in the first party's boundary wall leading either to the station platform or to the booking office as may be found most convenient and the gate shall be used subject to such Rules and Regulations as the working Company may from time to time exact (j) The Company shall provide for the drainage of the first party's land and houses present and future as fully and freely as at present provided by the Hayburn sewer and that by con-:structing proper and sufficient sewers and drains to the reasonable satisfaction of the first party. All the first party's existing sewers and drains which may be interfered with either by this new arrangement or by the operations connected with the said Railway shall be properly and suf-:ficiently connected with the new sewer (k) The Company shall level and trench drain and soil and topdress the land to be acquired under said agreement Number Two so as to convey it over to the first party with a regular contour meeting the level of the Great Western Road and Claythorn deviated road on the one hand and the first party's land on the other hand in a similar condition to the lands to be taken under this Agreement and the Company shall take down the first party's present boundary wall that exists be-:tween the Asylum lands and the land to be acquired under Agreement Number Two and shall remove the foundations and shall restore the ground into a neat and redd condition.

Sixth The whole of the foresaid works including the delivery of the Conveyance of the Ground to be acquired for the first party from the Kelvinside Estate Company, the new walls round the new boundaries of the first party's lands; the wrought iron fences; the deviation ofthe Claythorn Road referred to in the said Agreement Number Two, the rebuilding of all ex-:isting /

:isting buildings and drainage thereof the building of the bridge and gates and making of relative roads and sewer and connections and planting and laying off the Ground shall all be completed by the Company and shall be finished and the whole grounds of the Asylum properly redd up and left in good proper and fit order all within the period of twelve months from the date of the erection of the temporary fence referred to in Article fifth section "a" hereof and any further and necessary extension of time shall (failing agree-:ment between the parties as to time and conditions be fixed with conditions by the Arbiters or oversman hereinafter named or referred to.

Seventh The Company shall be bound to preserve to the Asylum the whole existing lines of water and gas supply pipes passing through any other property and leading to the first party's Asylum which may be interfered with in the construction of the said or any (other) of the other Railways to be formed by the Company.

Eighth The whole boundary walls of the first party's lands which shall be ex adverso of the lands or property belonging to the Company shall in all time coming be pointed and maintained by the Company in good and sufficient order all to the satis-:faction of the first party.

Ninth The whole works and buildings hereby undertaken by the Com-:pany shall be all executed in a satisfactory manner and in the event of any difference of opinion between the parties as to this the same shall be fixed and determined by the said Arbiters or oversman hereinafter named or referred to.

Tenth The Minute of Agreement Number Two above referred to and to be entered into concurrently with this Agreement shall be held as part and portion of this Minute of Agreement and the same shall be in all its terms and conditions concurrently carried out /

out with the terms and conditions of this Agreement.

Eleventh The Company shall construct the said railway in a manner so as to create as little disturbance and cause as little inconvenience as possible to the first party in connection with the management of their Asylum and the inmates thereof and the Company shall be bound to do anything that can be reasonably suggested by the first party's superintendent in this direction.

Twelfth The second party shall whether the Bill in Parliament passes or not be bound to pay and so free and relieve the first party of the whole expenses that have already been incurred by them through their Law Agents and Surveyors in connection with the first party's opposition to the said Bill in Par-:liament and in connection with the negotiations leading up to and the expenses connected with this Agreement and the said Agreement Number Two and all costs and expenses in-:curred and to be incurred by them in carrying out this Agreement and the said Agreement Number Two and in con-:nection with the Conveyances, Deeds, Titles and Searches required under this Agreement and the Agreement Number Two either to be granted by the first party or to be granted to the first party including therein all legal and Surveyors expenses.

Thirteenth This Agreement and the Agreement Number Two shall only be binding on the parties hereto and thereto in the event of an act being passed in the present session of Parliament authorising the construction of the said railway excepting and providing always that article Twelfth shall be binding on the second party in any event.

Fourteenth The property to be conveyed to the first party with the money to be paid to them and the works and things provided to /

to be executed by the said Company and the second party in favor of the first party shall be accepted by the first party in full satisfaction to them for all claims and damages competent by and through the Railway operations to be executed under this Agreement.

Lastly And in the event of any doubts disputes or differences arising concerning the said works, boundary walls, fences, gates, pillars, bridge roads, walks, accesses, buildings, sewers, drainage arrangements, water and gas supply pipes planting and laying off of ground and in general the whole operations of the Company to be performed by them by and in virtue of the said Bill and of this Agreement or relating to the manner in which the said operations are conducted or to the quantities or qualities of the several materials to be employed or to any additions, deductions, alterations or deviations made in or from the said works and others or any part or portion thereof or any of the plans drawings or instructions hereinbefore referred to, or expenses or to any other matter or thing connected therewith either during the progress of the works or after the completion thereof all such doubts, disputes or differences shall be and the same are hereby submitted and referred to the amicable decision final sentence and decree arbitral of Alexander Frew C.E. Glasgow and Charles Foreman C.E. Glasgow and in the event of any difference to an oversman to be appointed by them or (in the event of their failing to agree) such oversman to be appointed by the Sheriff of Lanarkshire. And failing the said Arbiters or either of them then the Arbiters shall be appointed under and in terms of the "Lands Clauses Consolidation (Scotland) Act 1845" and Acts explaining and amending the same and the parties hereto /

hereto consent to the registration hereof and of any interim or final decree Arbitral that may follow upon the submission herein contained for preservation and execution IN WITNESS WHEREOF these presents consisting of this and the nine pre-:ceding pages together with the marginal addition on page sixth all written by James Alexander Christie, Clerk to Kerr & Barrie, Writers, Glasgow, are together with the plans annexed subscribed in duplicate (this copy being subscribed under the declarations that the words "above the crown of the road" are interlined to be read between the words "height" and "and" on the ninth line of page fifth and that the words "to the level of the first party's land" occurring in the twentieth and twenty first lines of page sixth, the word "intercepting" in the sixth line and the words "to the satisfaction of" in the thirty third line both of page seventh are all delete) by the parties as follows vizt.- by the said James Neilson at West-:minster, London, upon the twenty second day of April Eigh-:teen hundred and ninety one before these witnesses George Yuille Strang Watkins, Writer, Glasgow, and David Reid, Clerk to Keydens, Strang & Girvan, Writers, Glasgow, and by the said Sir Donald Matheson also at Westminster upon the twenty third day of said last mentioned month and year before these wit-:nesses the said David Reid and John James Morgan also Clerk to the said Keydens, Strang & Girvan, and by John Muir, Lord Provost of the City of Glasgow, the President, and John Roxburgh Strong C.A. Glasgow, the Secretary both of and as acting on behalf of the said Glasgow Royal Asylum for Lunatics both at Glasgow upon the twenty fifth day of said last men-:tioned month and year as follows:- by the said John Muir before these witnesses Robert Henry Sinclair, assistant to James Findlay and Company, Merchants, Glasgow, and William Barrie, Writer, Glasgow, and by the said John Roxburgh Strong who /

who at same time impressed hereon the seal of the Asylum be-
:fore these witnesses Gilbert Kennedy Blackley his Clerk and
the said William Barrie.

(Sgd.) David Reid, Witness	(Sgd.) Donald Matheson.
(") G.Y. Strang Watkins, Witness	(
(") David Reid, Witness.	(Sgd.) Jas. Neilson.
(") John J. Morgan,Witness.	
(") R.H. Sinclair, Witness.	(Sgd.) John Muir, President
(") W. Barrie, Witness.	
(") G.K. Blackley, Witness.	(Sgd.) J.Roxburgh Strong,
(") W. Barrie, Witness.	Secretary.

6/5

COPY

MINUTE OF AGREEMENT

between

THE GLASGOW ROYAL ASYLUM

FOR LUNATICS

and

J.H. COLLINS AND OTHERS FOR THE

PROMOTERS OF THE LANARKSHIRE &

DUMBARTONSHIRE RAILWAY.

1891

1901

Gal Jeff. &

AS TO PART OF THE LANDS OF

GARTNAVEL.

Kerr & Barrie, Writers, Glasgow.

Messrs Keydens, Strang & Girvan,
Writers

149 Saint Vincent Street,
Glasgow 25th October 1895

Dear Sirs,

Glasgow Royal Asylum
Lanarkshire & Dumbartonshire Railway

We are favored with yours of 23rd inst. admitting that the Company's occupation of the Asylum Grounds has exceeded the time provided for in the Agreement.

Before ~~you~~ submitting your letter, which is very indefinite in its terms, to the Directors for their final instructions we should like to have from you, if you desire to make it, a definite proposal submitting afresh the time your clients require to complete the whole work provided in the Agreement and the payment

payment they propose to make to cover the damages for inconvenience and watching.

With your Contractor we submit our Clients have nothing whatever to do, and whatever is the cause of the delay you are entirely responsible for it to them. Of course we cannot be held to be suggesting our Directors will agree to give the extension of time you may ask, but certainly your clients can only be allowed to occupy the Asylum Grounds under a fresh Agreement, and it is for you to propose it if it is wanted.

It is idle to make the excuse that the alteration of the bridge caused any delay for which our clients are responsible. The opposite is the

the case, as your Engineer admitted he ought to have submitted the plans in terms of the Agreement before proceeding with the work.

Mr Barr the Farm Bailiff was quite right in refusing to allow the Contractor to remove the temporary fence. It was provided for in the Agree:ment as a protection to the Asylum and the removal of it would be too serious an alteration of the Agreement to be permitted without the Special sanction of the Directors.

In this too if you have any application to make on the subject, you will be good enough to let us know what you exactly require and for how long. We may say that no part of the temporary fence will be removed

removed without other and sufficient protection being given.

Yours truly,

(Signed) Kerr & Barrie.

sufficient

rie.

Copy Letter
to
Messrs Heydens, Strang & Ewan

1895
Jan 28

Glasgow Royal Asylum
Lanarkshire & Dumbartonshire Railway

Kerr & Barrie, Writers Glasgow

Proposed Findings in Reference The Glasgow Royal Asylum and The Lanarkshire and Dumbartonshire Railway Coy.

It having devolved on the Oversman under the Minute of Agreement between the Royal Asylum and the Railway Co. to dispose of

" Any doubts disputes or differences arising concerning
" the works, boundary walls, fences, gates pillars, bridge
" roads, walks accesses, buildings, sewers, drainage ar-
" rangements, water and gas pipes, planting and laying
" off of ground, and in general the whole operations of
" the Company to be performed by them."

and both parties having requested him to deal meantime with certain disputes that have arisen, he on 10th Jany. 1896 met with and heard parties in Chambers, and a copy of the "Specification and Schedule of Works and Materials required in draining levelling and restoring certain portions of ground the Royal Asylum Gartnavel" prepared by Messrs Kyle Dennison & Frew, Civil Engineers, and Plan titled "Lanarkshire and Dumbartonshire Railway, Plan through Gartnavel Asylum Grounds" having been put in, the former by Mr Barrie for the Asylum, with prices filled in by Messrs A. & J. Faill, and the latter by Mr. Forman for the Railway Co. it was agreed that the award should follow in detail the two divisions of the Specification and Schedule, and the various items contained therein. Each item of the claim as set forth in the Specification and Schedule was considered, and a number of the items disposed of, and it was arranged that parties would meet on the ground on an early day for the final disposal of the questions submitted to him.

This meeting took place on 22nd January when the subjects in dispute were gone fully into and following the numbers in the Schedule the Oversman proposes to give the following Awards:

First/

First. With reference to that part of Kelvinside Estate fronting Great Western Road and Claythorn Road to be added to the Asylum Grounds.

Items 1&2. Finds that the ground is in course of being levelled in a satisfactory manner, and that Mr Forman undertakes to remove the rubbish and complete the levelling of the ground in a manner similar to what has been already done, and in particular to lower the ground next the new wall along Claythorn Road between E and F on said Plan so as to give a fence 7 feet high between these points inside from the surface of the soil of the levelled ground, to underpin the wall so as to give that height, and to soil the remainder of the area coloured blue on Plan in the same manner as the portion already done.

Items 3,4,5, & 6. Ordains the Railway Co. to pay to the first party the sum of £91:19/- Messrs Faills' prices.

Item 7. Ordains that in order to put the new ground into the condition stipulated for under clause fifth of the Agreement sub. sec. k, the whole area of the ground after being soiled by the Railway Co. be trenched to a depth of at least 18 inches and thereafter soiled to a depth of 12 inches, and top-dressed, and Mr Forman having offered the Royal Asylum the sum of £200 to do this work, and being of opinion that this sum was a reasonable one for the work to be performed, Mr Barrie accepted said offer, and the Oversman finds accordingly.

Second: Work within the present Asylum Grounds.

Items 1,2, 3&4. Mr Forman having agreed to execute the works as specified under these items, ordains the Railway Co. to forthwith do so.

Items 5&6 Ordains that the work under these items should be completed by the Railway Co. by removing the blaes and stones to a depth of 18 inches, thereafter make up the same to the level of the crown of the road with good soil and/

and to finish and soil the slopes on the gradient of 1 in 3.

Item 7. Mr Forman having offered and Mr Barrie having agreed to accept the sum of 30/- Messrs Faills' price for this item, ordains accordingly.

Items 8,9,10, Mr Forman having offered to pay the sum of £50 for th these items on condition that the work be done by the Royal Asylum, and being of opinion that the sum was a fair one between parties, ordains accordingly.

Item 11. This item is included in the £200 awarded in respect of item 7 of the first portion of the Schedule.

Item 12. Mr Forman having agreed to pay for this item the sum of £13-15/- Messrs Faills' price, ordains accordingly.

Item 13. On pitting the road referred to it was found that the bottoming and covering with blaes had been executed in an unsatisfactory manner, and Mr Forman having agreed to pay the Royal Asylum the sum of £25 for doing the work to their own satisfaction, and to form and bottom the portion of the road at the west end of the new bridge over the Railway adjoining it to suit the new walking path at the one end and the road to the farm steading at the otherto levels to be given by the Asylum Authorities, and place where required two iron gratings and ~~grate~~ drain connections to carry off the surface water, leaving the Royal Asylum Authorities to cover the bottoming with blaes and being of opinion that the offer was an equitable one, ordains accordingly.

Item 14. Ordains the Railway Co to pay to the Royal Asylum the sum of £6 as per Messrs Faills' offer.

At the meeting in Chambers Mr Barrie submitted on behalf of the Directors of the Asylum Report by Messrs Austin & Mc Auslin, Glasgow, dated 28th November 1895 of the cost as follows:

135 trees /

135 trees	at 7/6	£50-12- 6
185 do	at 5/-	46- 5- 0
Lifting & planting		16- 0-0
		112-17- 6
And for staking as agreed on at the meeting in Chambers on 10th Jany.		5- 0- 0
		II7-17- 6

to plant the strip of ground which clause fifth of the Agreement sub.sec. b stipulates to be planted and Mr Forman having agreed to pay said total sum, ordains accordingly.

Lastly. Ordains that the Railway Co. remove the objectionable humps on the boundary Wall dividing the Asylum Grounds on the East from the Railway by lowering it 12 inches in the centre sweetened out to nothing on each side on condition that the Asylum Authorities lower their ground inside the Wall corresponding thereto.

Copy.

Proposed Findings
in the Refce
Glasgow Royal Asylum
& Lanarkshire & Dumbar-
tonshire Ry.

1896.

Kerr & Barrie, Writers, Glasgo

Asylum

Draft of amount to be claimed from Railway Company.

Paid John Lyall per measurement for Parapet Walls and Railings at Great Western Road and Claythan Road	618	16	1½			
add 6% on above for Architect and Measurers fees	37	2	6	655	18	7½
Paid A & J. Scott per measurement for Painting Railings & Gate &c	9	3	2½			
add 6% on above for Architect and Measurers fees	.	10	9	9	13	11½
Paid Martin Gardner & Co. for Railing and Gates	315	.	.			
add 5% for Architects' fees	15	15	.	330	15	.
Paid George Adam & Son for lamps &c at new Gateway	51	10	.			
add 5% for Architects' fees	2	11	6	54	1	6
Cost of Work and Materials in the Construction of the new approach from the Entrance at Great Western Road to the junction with the old approach as measured by Kyle Dennistoun & Frew	525	3	7			
Kyle Dennistoun & Frew Account for professional services in connection with alteration of Boundaries by the Railway Company £63:1:6						
D.o D.o in connection with new Entrance gateway 58:14:0	121	5	6			
Cost of Trees & Shrubs and laying out ground at new Entrance						
outside swing gates £ 111:6:7						
Inside do 44:13:0	155	19	7	802	8	8
Forward £				1852	17	9

Clause 5th (f) outside body of the wall along the Railway I to F

do

do

Clause 5th (b) for

Clause 12

f (3rd)

Clause 5 (3rd) I to F

Clause 5 (3rd B)

		Foward	£	1852	17	9
Claim 12	Kerr & Barrie	Writers' account		193	1	11
	Wm Wilson	Clerk of Works pay		10	.	.
			£	2055	19	8

Draft

Asylum.

Cost of new gateway &c to be recovered from the Railway Company.

See 4 Ornamental Lamps on pr Bill

Reduce

IN THE REFERENCE

between

Messrs Kerr & Barrie, Writers, Glasgow, on behalf of the Glasgow Royal Lunatic Asylum,

and

Messrs Keydens, Strang & Co., Writers, Glasgow, on behalf of the Lanarkshire and Dumbartonshire Railway Company.

GLASGOW September 1901. The Arbiter having accepted of the Reference appoints the Claimants to lodge with the clerk a statement of their claim within ten days from this date and the Respondents to see and answer same within ten days thereafter.

Signed:- James Thomson.

CLAIM FOR THE GLASGOW ROYAL LUNATIC ASYLUM.

Reference is made to the Minute of Agreement between The Glasgow Royal Asylum for Lunatics and J.H. Collins and others for the promoters of the Lanarkshire and Dumbartonshire Railway which is signed in duplicate, and dated 22nd, 23rd and 25th April 1891, a copy of which is herewith lodged. Since the date of the Agreement the Lanarkshire and Dumbartonshire Railway has been incorporated by Act of Parliament and has adopted the said Minute of Agreement and the whole clauses and obligations thereof so far as incumbent on the second party thereto.

By that Agreement inter alia the Glasgow Royal Lunatic Asylum gave ground required by the Railway Company, and in exchange was given by the Railway Company, the ground coloured blue on the Plan lodged herewith, which faces the Great Western Road, and on which the new Lodge of the Asylum/

Asylum has been erected. The Railway Company further agreed and have since paid £2,000 "in respect of the said "quantity of land taken from in excess of the land" given to the Railway Company.

Under Article Fifth of the said Agreement the Railway Company come under certain obligations, which obligations are the subject of the present claim.

The Obligations undertaken by the Railway Company were to do the work hereinafter referred to, and at the time the Lodge was being completed, the Glasgow Royal Asylum were authorised by the Railway Company to complete the work, and the Railway Company would pay for the same, as the amount thereof should be fixed by Mr Thomson, the Arbiter. Accordingly the Glasgow Royal Asylum made the following claims:-

I. Under Article Fifth, Subsection B. the Railway Company are bound to "construct a new walking path and plant strips "ofplanting (similar to these at present existing) partly "upon the remaining Lands of Gartnavel and partly upon "the said portion of Kelvinside Lands to be acquired under "Number Two Agreement, the same to be formed on the lines "and elevations and of material all to be approved of by "the first party". In terms thereof and of the arrangement referred to, the Royal Asylum have constructed the roadway leading through the new entrance gate, through the ground required from the Kelvinside Estate Company under Number Two Agreement, until it joins the old grounds of the Asylum. The cost thereof is included in the Measurement of Messrs John Dansken & Purdie lodged herewith and amounts to One thousand and thirty eight Pounds eighteen shillings/

shillings and two pence

II. Under Article Fifth, Subsection F. the Railway Company became bound in the following terms:- "The land to be "acquired from the Kelvinside Estate Company and to be con-"veyed to the first party shall be enclosed (first) from "A. to B marked on the said plan annexed hereto by a wall in "continuation of the aforesaid nine feet wall and of the same "character, height and description and (second) from B. to C. "and from C to D and from D to E all as shewn on said plan by "a neat parapet stone wall, surmounted by an ornamental "wrought iron railing with necessary openings and gates all "of a design and description to be approved of by the first "party and (third) from E to F as marked on said plan by a "stone wall of six feet in height above the crown of the road "and of a description and character similar to the existing "boundary wall along the Claythorn Road; And that part "of the said ground lying between the side of the Great "Western Road and the Building line thereof shall be laid "out by the Company with walks and shrubs in a style and "manner to the satisfaction of the first party. All the "new boundary walls shall be properly built and joined to "the existing boundary wall so that a complete boundary "wall shall enclose the Asylum on the new boundary lines." This work is all being completed by the Glasgow Royal Asylum and the cost thereof to the Asylum is included in the item referred to in the measurement of Messrs John Dansken and Purdie and amounts to One thousand five hundred and three Pounds eleven shillings and ten pence.

III. Under Article Twelfth of said Agreement the Railway Company were/

were bound to pay all Law expenses and Surveyors fees in-
:curred in connection with the opposition to the Bill in
Parliament, "and all costs and expenses incurred and to be
"incurred by them in carrying out this Agreement and the said
"Agreement Number Two and in connection with the Conveyances,
"Deeds,Titles and Searches, required under this Agreement and
"the Agreement Number Two either to be granted by the
"first party or to be granted to the first party, including
"therein all legal and Surveyor's expenses." The Accounts
in connection with these expenses are included in the said
Measurement being Kerr & Barrie's Account for £193.1.11d,
and Messrs Kyle Dennison & Frew's Account amounting to
£121.5.6d, per detailed Accounts herewith lodged and amount
to Two hundred and fifty six Pounds three shillings and
five Pence..

IV. There is also included in the said Measurement, a pro-
:portion of fees incurred to the Architects, to the
Clerk of Works' and for Measurements, as the same are
applicable to the Claim now made.

The total claim of the Glasgow Royal Lunatic
Asylum amounts to £2,798.13.5d. as per the said Measurement
lodged herewith.

V. The Glasgow Royal Lunatic Asylum claims to be relieved
of the expenses of this Reference, and that the Railway
Company shall be found liable for the Arbiter's fee,
expenses of the clerk, and expenses incurred by the Law
Agent in the Reference.

IN RESPECT WHEREOF

"W. BARRIE,"

149 St Vincent Street, Glasgow.

ABSTRACT/

ABSTRACT.

Amount under Article No. 1	£1038. 18. 2
Amount under Article No. 2	1503. 11.10
Amount under Article No. 3	256. 3. 5
Total Claim	£2798: 13: 5

Sgd:- W.B.

COPY

C L A I M

In The Reference

between

The Glasgow Royal Lunatic Asylum

and

The Lanarkshire and Dumbarton-

shire Railway Company.

1901

Kerr & Barrie, Writers, Glasgow.

ADDITIONAL PRODUCTIONS LODGED ON BEHALF OF THE ROYAL LUNATIC ASYLUM, GARTNAVEL, (BEING THE MEASUREMENTS ETC. OF THE WORK DONE).

IN CAUSA

REFERENCE - THE ROYAL LUNATIC ASYLUM, GARTNAVEL,

AND

THE LANARKSHIRE AND DUMBARTONSHIRE RAILWAY.

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1. Number 1 Measurement of the Mason etc. Works done by John Lyall 1899.
2. Number 2 Measurement of the Joiner &c. Works done by Messrs Anderson & Henderson Limited, 1899.
3. Number 3 Measurement of the Slater Work done by Messrs A. & D. Mackay, 1898.
4. Number 4 Measurement of the Plumber, Gasfitter & Bellhanger Works, done by Mr Charles Cameron, 1899.
5. Number 5 Measurement of the Plaster Work done by Messrs Mitchell & Davies, 1899.
6. Number 6 Measurement of Painter Work done by Messrs A. & J. Scott, 1899.
7. Number 7 Measurement of the work & materials in the con-:struction of the new approach from the Entrance Gate at Great Western Road to the junction with old approach etc. December 1899.
8. Correspondence between Messrs Starkie Gardner & Co. & John Burnet & Son re Gartnavel Lodge.
9. Three receipts respectively for £51.10/-, £51.10/- and £41.10/- for Accounts due by the Glasgow Royal Asylum to George Adam & Son.
10. Two Accounts respectively for £111.6.7d and £44.13/- for Trees /

Trees, Shrubs and Work done outside and inside new Gateway.

11. Two Accounts amounting in all to £20.6.5d and receipt for same showing them to be paid by the Directors of the Glasgow Royal Lunatic Asylum to Dobbie, Forbes & Co.

12. Account for £2.2.6d and receipt showing same to be paid by Glasgow Royal Asylum for Lunatics to John Findlay & Coy. Limited.

13. Estimate for Trenching, Soiling, Draining and Planting Trees and Shrubs &c. in ground between building line and Gt. Western Road at New Gateway.

14. Letter John Dansken & Purdie to Kerr & Barrie dated 23rd October 1901 re returning of Measurements to Mr Johnstone, Secretary.

15. Receipt for £93.18/- dated 20th December 1899, by John Lyall to the Directors of the Glasgow Royal Lunatic Asylum, re Mason Work executed at New Gate Lodge, Gartnavel.

16. Receipt for £45.12.5d dated 21st December 1899, by A. & J. Scott to the Directors of the Royal Lunatic Asylum, Gart-:navel, re Painter Work executed at New Gate Lodge.

17. Receipted Account for £56.9/- The Directors of the Royal Lunatic Asylum, Gartnavel, to John Dansken & Purdie, dated 27th December 1899.

18. Receipt for payment of £100 by John Burnet & Son from J. Roxburgh Strong, to account of fee for Plan of Lodge, and Receipt for £54 by said John Burnet & Son from J. Johnston Esq. being the balance of their fee.

19. Cost of new Gateway etc. £2055.19.8d, to be recovered from the Railway Company.

ADDITIONAL PRODUCTIONS LODGED
ON BEHALF OF THE ROYAL LUNATIC
ASYLUM, GARTNAVEL.

I. C.

REFERENCE - ROYAL LUNATIC ASYLUM
AND
LANARKSHIRE & DUMBARTONSHIRE RLY

Lodged 26th Oct. 1901.
J.Z.

1901

Kerr & Barrie, Writers, Glasgow.

A N S W E R S

for

Messrs Keyden, Strang & Company, Writers, Glasgow on behalf of the Lanarkshire and Dumbartonshire Railway Company, RESPONDENTS

in the Reference

between

Messrs Kerr & Barrie, Writers, Glasgow on behalf of the Glasgow Royal Lunatic Asylum, CLAIMANTS

and

The said Keyden, Strang and Company. RESPONDENTS.

Admitted that the Minute of Agreement referred to has been adopted by the Lanarkshire and Dumbartonshire Railway Company, with the whole clauses and Obligations therein contained, and the agreement is referred to for its terms.

Admitted that under Article 5 of the said Agreement the Railway Company are under certain obligations, and averred that all the obligations with the exception of those contained in Sub-Section (F) "Second" and "Third" have been implemented.

Admitted further that the Glasgow Royal Lunatic Asylum were authorised by the Railway Company to complete the works in said Sub-section 5 "F" "second and third" and that the Royal Asylum might claim against the Company for the expense incurred by them, reserving to the Railway Company all their objections to such claim/

claim, and leaving it to the Arbiter to decide how much of said claim should be paid by the Railway Coy., in fulfilment of their obligation.

I. The claim under Article 5 Sub-section (B) does not form part of the subject of the Reference and it is ultra vires of the Arbiter under this Reference.

II. The claim under Article 5 Sub-section "F" "first" is not referred to the Arbiter, and cannot be entertained by him. The Claim so far as under "Second" and "third" forms a proper subject for the Arbiters decision and the claimants are called upon tospecify and give detailsof the amount claimed for the work done under "Second" applicable to each of the various Sections of the said wall, and further to distinguish the cost of the stone work and the wrought iron railing and gates as also to give separately the details and amount claimed under "third" for wall and for laying out of ground lying between the side of the Great Western Road and the Building Line thereof. The Claimants are further called upon to produce all the measurements of work done and claimed for to which reference is made in the Statement No. 4 of process.

III. The claim under this head is not referred to the Arbiter and cannot be entertained by him.

IV. The total sum claimed is grossly excessive and includes items for which the Railway Company are not liable. The Railway Company offer the sum of £

in/

in full of the claim.

V. The Railway Company claim to be relieved of the expense of the reference and that the Claimants should be found liable for the Arbiters fees, the Clerk's account and also their Agents expenses.

IN RESPECT WHEREOF

SIGNED:- D.B. Murray,

186 West George St, Glasgow,

Respondents' pror.

COPY

A N S W E R S

In the Reference

between

Glasgow Royal Lunatic Asylum

and

The Lanarkshire and Dumbarton-
:shire Railway Company.

1901

Kerr & Barrie, Writers, Glasgow.

Copy letter

Messrs Keydens, Strang & Gavan,
Writers
149 St Vincent St
Glasgow 5th Octr. 1895

Dear Sirs,

Glasgow Royal Asylum
Lanarkshire & Dumbartonshire Ry

In terms of the Agreement between your and our clients, the Railway Company undertook to have the whole works, provided for in the Agreement, completed, and the grounds of the Asylum properly redd and left in good order, all within the period of twelve months from the date of erection of the temporary fence. This condition has been completely violated, and we beg to intimate to you, acting on behalf of the Railway Company, a claim for damages in

in consequence thereof. We understand the period, allowed under the Agree:: ment, expired some time last June. We are ascertaining the exact date and will send it to you. as our clients hereby claim at the rate of £1 per day since the middle of June in name of loss and damage sustained in consequence of the breach of the Agreement. Great annoyance has been caused by the unsatisfactory boundaries and thefts of valuable articles are not uncommon

When the Agrement was entered into your Engineer was impressed with the necessity of having our clients properly walled in and cleared of your workmen with the least possible delay, and twelve months was considered by all parties to be ample time within which

which all this could be accomplished. It seems to us this has since been entirely forgotten and the Agreement disregarded.

And we beg further to intimate that our Directors may see it to be necessary to interdict your clients from having any further access to the Asylum grounds if it appears that unnecessary delay is still occurring after this intimation.

Kindly acknowledge receipt of this claim and intimation.

We are,

Yours truly

(Sgd) Kerr & Barrie.

Copy Letter

To

Messrs

Keydens Strang & Girvan

1895
25th

Kerr & Barrie

Writers Glasgow

Copy.

175 Hope Street,
Glasgow, 17th. Sept: 1895.

Charles Jarman Esq C.E.
160 Hope Street.

Dear Sir,

Royal Asylum and the
C & W Ry Coy:.

At a meeting of the Asylum Directors to day, I was instructed to intimate to you, that they are willing to convey to your Company the small triangle of ground at the Southeast corner of the Bridge, at the rate of eight-shillings and four pence per square yard, upon condition that your Company will not erect any buildings upon it.

I am also desired to intimate to you that that the Railway Companys operations have already exceeded by three months, the time stipulated in the Agreement, to ask you what compensation you propose to allow for the inconvenience suffered during that time, and also what compensation you propose to make for the time still to expire before your works are finished.

I

I am further desired to say that the Directors cannot accept the gradients which you propose for the two approaches to the Bridge, more especially the West one, which should have an uniform slope up to the existing road. A look at the ground would, I think satisfy you that their request as to these accesses is reasonable, and I think we should surely manage to arrange this without going to the Arbiter provided in the Agreement.

I would again point out what was stated before, that our present approach east of the Bridge is nearly level, and that 1 in 40 is a modest request for a substituted road.

As I should like to report to my Directors at their meeting next week, I shall be glad to be favoured with an early reply.

Yours faithfully,

(Sigd.) Alex: Frew.

(over)

Copy.

Glasgow, 24th Sept: 1895.
160 Hope Street.

Alex^r Frew Esqr.
175 Hope Street.

Dear Sir,

Lanarkshire & Dumbartonshire Railway.
Royal Asylum.

I have your letter of the 17th inst:.

I presume the restriction as regards buildings is not intended to apply to buildings strictly used for Railway purposes, such as Signal Cabins, Telegraph or Signal apparatus &c.

Mr. Boyle has been advised of the limitation of time for occupying the Asylum ground, and he is now getting on with the walls.

The alterations you asked for on the bridge kept him back somewhat, but it does not seem to me to be a case for compensation. When the work is further advanced I will meet you on the ground as to road gradients, and I am satisfied that my proposals are liberal.

Yours truly
(sig^d.) Charles Forman.

Glasgow 6th December 1898.

Messrs Kerr & Barrie,
Writers,
St Vincent Street.

Dear Sirs:-

ROYAL ASYLUM.

Referring to Mr Barrie's meeting with Mr Forman and our Mr Reid to-day regarding implement of this Company's obligation under article 5th Subsection (f) (second) and (third) of the Agreement dated 22nd 23rd and 25th April 1891 regarding the land acquired from the Kelvinside Estate Company and conveyed to the Asylum, our Company's Estimate as explained at the meeting to-day of the cost of doing the work in question is as follows:-

Railing 59 yards at 44/-	£123. 15.
Six pillars at £20 each	120. -. -.
Forming Carriage Way, footpath & Sailing ground	95. -. -.
Mason Work &c., from points marked E. to X on your plan	72. 6. 3.
	£411. 1. 3

The Railway Company object to pay for the work between the points E. and X.and for the erection of the six pillars at £20 each, but offer to pay your Clients £350 in full of their obligations. We understand your clients decline to accept this sum but are willing to proceed to carry out the work according to their own plans and at their own Contractor's prices and to make a claim against the Railway Company for the amount they expend, reserving/

reserving to the Railway Company all their objections to such claim, and leaving to James Thomson Esq., I.A. 88 Bath Street, to decide how much of the said claim should be paid by the Railway Company to your clients in fulfillment of their Obligation under the said Agreement.

On behalf of the Railway Company we agree to this arrangement and shall be glad to hear from you confirming same on behalf of the Asylum Authorities.

We are,

Yours faithfully,

"Keydens Strang & Girvan."

Messrs Keydens Strang & Girvan,

Writers,

186 West George Street,

Glasgow 7th December 1898.

Dear Sirs:-

ROYAL ASYLUM

LANARKSHIRE & DUMBARTONSHIRE RAILWAY.

We are favoured with yours of yesterday which we beg to confirm as embodying the agreement come to yesterday. Should the item of £123.15/- not be"Railing" instead of "Railway".

Yours faithfully,

"Kerr & Barrie".

COPY CORRESPONDENCE

between

KEYDENS STRANG & GIRVAN

and

KERR & BARRIE.

1901

Kerr & Barrie, Writers, Glasgow.

22.
204.

Date, 27th. November 1902.

Account of Expenses in the Reference between the Glasgow Royal Asylum & the Lanarkshire & Dumbartonshire Railway Co.

Incurred to

James Findlay, Writer, Glasgow.

1901. June	28.	Attendance with Mr James Thomson on his call as to reference & noting instructions.	:10:
		Writing Messrs Keyden Strang & Co., for letter containing appointment of Arbiter.	: 2:6
		Writing Mr Barrie on the business.	: 2:6
Sept.	4.	Drawing Minute of Acceptance by Arbiter. 1sh.	: 6:
		Making copy. 1 sh.	: 1:6
		Drawing Interlocutor. 1 sh.	: 6:
		Making copy. 1 sh.	: 1:6
		Writing Mr Thomson with Mandate & Interlocutor for signature.	: 2:6
	5.	Making two copies Minute of Acceptance.1sh.ea.	: 3:
		Making two copies Interlocutor. 1sh.ea.	: 3:
		Writing Messrs Kerr & Barrie with copies.	
		Writing Messrs Keyden Strang & Co.,with copies.	
	16.	Making copy for Interlocutor Sheets.1sh.	: 1:6
		Framing Inventory of Process. 3 shs.	: 9:
		Making Duplicate Inventory of Process.3shs.	: 4:6
		Writing Kerr & Barrie owning receipt of Claim & Productions.	: 2:6
		Writing Keydens Strang & Co., with Claim & relative productions on loan.	: 2:6
	20.	Framing Interlocutor extending time	
		for/ Forward.....£ : :	£ 2:18:6

	Forward....£	: : £	2:18:6
1901. Sept. 20.	for lodging Answers to Claims. 1 sh.		: 6:
	Making copy.	2/6	: 1:6
	Calling for Mr Thomson getting same signed.		: 5:
	Writing Kerr & Barrie annexing Copy Motion lodged by Respondents & copy Interlocutor.		
	Annexing copy Motion. 1 sh.		: 1:6
	Annexing copy Interlocutor. 1 sh.		: 1:6
	Writing Keyden & Co., owning receipt of Motion & annexing Interlocutor.		: 2:6
	Copy, Interlocutor annexed. 1 sh.		: 1:6
	Copy, for Interlocutor Sheets. 1 sh.		: 1:6
Octr. 5.	Attendance with representative of Keyden & Co., on his call as to getting further particulars of claim.		
	Perusing letters of Reference, claim, answers & relative productions.		:10:
7.	Writing Mr Thomson that Claim & Answers lodged.		: 2:6
9.	Attendance with Mr Thomson conferring on the business; he to read over & consider papers.		: 6:8
	Writing him with Claim, Answers, Minute of Agreement & letters.		: 2:6
11.	Attendance with him on his call conferring & advising as to further procedure.		: 6:8
	Drawing Interlocutor. 1 sh.		: 6:
12.	Writing Mr Thomson as to date of diet & for reply.		: 2:6
18.	Making copy Interlocutor. 1 sh.		: 1:6
	Writing Mr Thomson with same for signature.		: 2:6
	Copy for Duplicate Interlocutor Sheets.1sh.		: 1:6
	Making two copies Interlocutor. 1sh.ea.		: 3:
	Writing Messrs Keyden & Co., with a copy.		
	Writing Messrs Kerr & Barrie with a copy.		
22.	Forward.....£	: : £	6: 4:10

		Forward....£	: : £	6: 4:10
1901. Octr.	22.	Attendance at diet.		: 6:8
		Drawing Interlocutor.	1 sh.	: 6:
		Fair copy.	1 sh.	: 1:6
		Writing Mr Thomson therewith for signature.		: 2:6
		Copy for Duplicate Interlocutor Sheets.	1sh.	: 1:6
		Making two copies Interlocutor.	1sh.ea.	: 3:
		Writing Messrs Kerr & Barrie with a copy.		
		Writing Messrs Keydens & Co., with a copy.		
	28.	Writing Messrs Kerr & Barrie owning receipt of additinal Inventory of Productions.		: 2:6
		Making copy additional Inventory of productions.	2 shs.	: 3:
Novr.	21.	Writing Kerr & Barrie in answer as to delay & explaining.		: 3:4
	23.	Writing Keyden & Co., as to letter from Kerr & Barrie complaining of delay & on the business.		: 3:4
Decr.	10.	Attendance with Mr Thomson as to delay in completing Answers to Claim & Kerr & Barrie's request for immediate inspection, & as to further procedure.		: 6:8
	11.	Writing Mr Thomson as to date for diet.		
	13.	Writing Messrs Keydens & Co., owning receipt of motion.		: 2:6
	24.	Writing Kerr & Barrie with Answers for Respondents with addition & to have detailed claim lodged.		: 2:6
	30.	Attendance with Mr Thomson on his call reporting offer by Railway Company & present position of matters.		: 6:8
1902. Jany.	3.	Attendance with Mr Murray on his call explaining position of matters.		
	9.	Writing Kerr & Barrie owning receipt of Excerpt from Measurement of details		
		of/ Forward...£	: : £	8:16:6

		Forward....£	: : £	8:16:6
1902. Jany	.9.	of claim.		: 2:6
		Writing Keydens & Co., reporting & with Statement of claim on loan.		: 2:6
		Writing Mr Thomson on the business & as to fixing diet.		: 3:4
	17.	Writing Messrs Kerr & Barrie for note of date suitable for inspection.		: 2:6
		Writing Messrs Keydens Strang & Co., similarly.		: 2:6
	19.	Attendance at telephone with Arbiter noting instructions.		
		Drawing Interlocutor. 1 sh.		: 6:
		Copies Interlocutor and duplicate Interlocutor Sheets. 1 sh.ea.		: 3:
		Writing Mr Thomson with Interlocutor Sheets for signature of Interlocutor.		: 2:6
		Making two copies Interlocutor. 1sh.ea.		: 3:
		Writing Messrs Keydens & Co., with a copy.		
		Writing Messrs Kerr & Barrie with a copy .		
	24.	Attendance with Mr Thomson on his call conferring as to procedure at inspection.		: 6:8
	26.	Going to Gartnavel & attendance at inspection & meeting as to further procedure.engd.1½hrs.		1:10:
		Paid Cab hire &c.	: 3:	
March	6.	Writing Keydens & Coy., for Minute of Admissions.		: 2:6
		Writing Kerr & Barrie for Do.		: 2:6
April	5.	Writing Kerr & Barrie owning return of documents.		: 2:6
		Writing Mr Thomson with Minute of Admissions.		: 2:6
	9.	Attendance with Mr Thomson on his call as to Minute of Admissions.		: 6:8
	11.	Writing/ Forward...£	: 3: £	12:17:8

	Forward....£	: 3:	£ 12:17:8	
1902. April 11.	Writing Mr Thomson as arranged with Minute of Admissions, Claim & Answers &c.			: 2:6
30.	Drawing Interlocutor calling on parties to lodge plan.	1 sh.		: 6:
	Fair copy.	1 sh.		: 1:6
	Writing Mr Thomson with Interlocutor for signature.			: 2:6
	Copy. Interlocutor for duplicate Interlocutor Sheets.	1 sh.		: 1:6
	Making two copies Interlocutor.	1sh.ea.		: 3:
	Writing Messrs Kerr & Barrie with a copy.			
	Writing Messrs Keydens & Co., with a copy.			
	Attendance with Mr Thomson on his call conferring as to Minute of Admissions &c., & noting instructions.			: 6:8
	Drawing Interlocutor.	1 sh.		: 6:
	Making copies for Interlocutor & duplicate Interlocutor Sheets.	1sh.ea.		: 3:
	Making two copies.	" "		: 3:
	Writing Messrs Keydens & Co., with copy.			
	Writing Messrs Kerr & Barrie with copy.			
May 2.	Attendance with Mr Murray on his call explaining as to plan ordered to be lodged.			
	Writing Kerr & Barrie owning receipt of plan.			: 2:6
	Writing Mr Thomson that plan received & to call.			
28.	Attendance with Mr Thomson going over plan Minute of Admissions &c., & conferring he to fix diet for hearing parties.			: 6:8
June 10.	Forward....£	: 3:	£ 15: 2:6	

	Forward....£	: 3:	£	15:	2:6
1902. June 10.	Attendance with Mr Thomson on his call as to further procedure, arranged to have hearing next week if convenient for parties.				
11.	Writing Messrs Keydens & Company as to time for diet.			:	2:6
	Writing Messrs Kerr & Barrie as to same.			:	2:6
13.	Writing Mr Thomson of letter from Keydens & Co., that proposed dates not suitable.			:	2:6
	Writing Messrs Keyden & Co., owning receipt of their letter & for reply as to date they would suggest.			:	2:6
	Writing Messrs Kerr & Barrie informing.			:	2:6
16.	Writing Messrs Kerr & Barrie as to letter from Keyden & Co., that 25th curt., would suit them, & for reply.			:	2:6
19.	Writing Mr Thomson as to date for diet, & as to time proposed.			:	2:6
23.	Writing Messrs Keydens & Co., as to date for diet.			:	2:6
	Writing Messrs Kerr & Barrie as to same.			:	2:6
25.	Writing Mr Thomson in answer as to date arranged.			:	2:6
	Writing Messrs Kerr & Barrie that 3rd prox.,fixed.			:	2:6
	Writing Keydens & Co. do.			:	2:6
26.	Drawing Interlocutor. 1 sh.			:	6:
	Fair copy.			:	1:6
27.	Writing Mr Thomson with Interlocutor Sheets for signature.				
	Making two copies Interlocutor. 1sh.ea.			:	3:
	Writing Messrs Kerr & Barrie with a copy.				
	Writing Messrs Keyden Strang & Co., with/				
	Forward....£	: 3:	£	17:	3:

		Forward....£	: 3:	£ 17:	3:
1902. May.	27.	with a copy.			
		Making copy for duplicate Interlocutor Sheets.	1 sh.		: 1:6
July.	3.	Attendance at Debate.	2 hrs.	1:	:
	10.	Going with Mr Thomson to Asylum & attendance at inspection by him of certain points.	1½ hrs.		:15:
	14.	Attendance with Mr Thomson, conferring & noting instructions.			: 6:8
		Drawing Interlocutor.	1 sh.		: 6:
		Making copy.	1 sh.		: 1:6
		Making copy for duplicate Interlocutor Sheets.	1 sh.		: 1:6
		Making two copies proposed findings.	1sh.ea.		: 3:
		Writing Messrs Keydens & Co., with a copy.			
		Writing Messrs Kerr & Barrie with a copy.			
Augt.	12.	Attendance with Mr Thomson, conferring as to request by parties for details & as to expenses & noting instructions.			: 6:8
	14.	Drawing Interlocutor.	1 sh.		: 6:
		Fair copy.	1 sh.		: 1:6
		Writing Mr Thomson therewith for signature.			: 2:6
	15.	Making two copies Interlocutor.	1sh.ea.		: 3:
		Writing Keyden Strang & Co., with one.			
		Writing Kerr & Barrie with one.			
		Copy for duplicate Interlocutor Sheets.	1sh.		: 1:6
Sept.	1.	Writing Messrs Keyden Strang & Co., owning receipt of their letter that Decree Arbitral, not required.			
	6.	Writing Mr Thomson reporting Messrs Keydens & Co., have intimated they will settle with the Asylum without a decree arbitral.			: 2:6
	24.	Forward...£	: 3:	£ 21:	1:10

3 21 1 10

	Forward....£	: 3:	£	21:	1:10
1902. Sept. 24.	Writing Messrs Kerr & Barrie as desired with productions.				: 2:6
	Posts &c.,	: 6:			
	£	: 9:	£	21:	4:4
			£	:	9:
			£	21:	13:4
	Deduct				17.6.
				£	20.15.10
1902 Dec. 31	Received payment				20.15.10

R. G. Mitchell Brown (B)
for Paul Graham

25
1-5
26-5

ACCOUNT of EXPENSES in the REFERENCE between the Glasgow Royal Asylum & the Lanarkshire & Dumbartonshire Railway Co.

Incurred to

James Findlay, Writer,

Glasgow.

1902.

Smith,

R. & J.M.Hill, Brown & Co.

MADE IN U.S.A.

W. & R. HAYCOCK LIMITED

In the Reference
between
Messrs Kerr & Barrie Writers Glasgow
on behalf of the Glasgow Royal
Lunatic Asylum
and
Messrs Keydens Bruang & Co Writers
Glasgow on behalf of the Lanark
shire and Dumbartonshire Rail-
way Company

Inventory of Productions for the
Claimants — The Glasgow Royal Lunatic Asylum

Received up
on 24th Sept.
1902

1. Account — The Lanarkshire & Dumbartonshire Railway Company to Kerr & Barrie Writers Glasgow amounting to £193:1:11 and dated 18th October 1899.
2. Account — Messrs The Directors of the Royal Lunatic Asylum Gartnavel to Kyle Dennison & Frew Civil Engineers & Land Surveyors amounting to £171:5:1 and dated 25 December 1899
3. Minute of Agreement (Agreement No 2) between The Trustees for the Proprietors of

of the Kelvinside Estate Company and J. H. Collins and others for the Lanarkshire & Dumbartonshire Railway and the Glasgow Royal Asylum for Lunatics dated the 22nd 23rd & 25th April 1891.
(This Agreement is lodged for reference to the plan annexed and subscribed as relative thereto).

" 4. Statement showing Cost of Parapet & Enclosure Walls & Gate Pillars &c prepared by Messrs John Dunsten & Purdie Measurers Glasgow for the Royal Lunatic Asylum and dated 2nd November 1900 amounting to the sum of £ 2798 : 13 : 5 Stg.

" 5 Copy Minute of Agreement between The Glasgow Royal Asylum for Lunatics and J. H. Collins and others for the Promoters of the Lanarkshire and Dumbartonshire Railway dated 22nd 23rd & 25th April 1891

Reference Glasgow Lunatic Asylum
Lanarkshire & Dumbartonshire Ry. Coy.

Inventory of Productions
for the Glasgow Royal
Asylum for Lunatics
in
Claim
in the Reference
between
The Asylum
and
The Lanarkshire & Dumbartonshire Railway Company

For Claimants — W. Barrie. 1901

Lodged 14th Apl. 1901.
J.F.

W. Barrie
(Kerr & Barrie)
Procurators Glasgow

Sheriff Court, Glasgow.

SHERIFF .....

IN CAUSA

VERSUS

Lodged

Act.

Alt.

W. BARRIE,
(KEER & BARRIE,)
WRITER,
149 ST. VINCENT STREET,
GLASGOW.