ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccviii.

An Act to consolidate and amend the Acts relating to the Harbour of *Ardrossan*, and to provide for the Improvement of the said Harbour.

[14th *July* 1864.]

WHEREAS an Act was passed in the Forty-fifth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for erecting and maintaining a Harbour, Docks, and other Works at* Ardrossan *in the County of* Ayr; and another Act was passed in the Fifth Year of the Reign of Her present Majesty, intituled *An Act to amend an Act for erecting a Harbour at* Ardrossan *in the County of* Ayr, *and to provide for the Improvement of the said Harbour;* and another Act was passed in the Fifteenth Year of the Reign of Her present Majesty, intituled *An Act for the Dissolution of the* Glasgow, Kilmarnock, and Ardrossan *Railway Company, and the Abandonment of their Undertaking, and for other Purposes;* and another Act was passed in the Seventeenth and Eighteenth Years of the Reign of Her present Majesty, intituled *An Act to provide for the winding up of the Trust Affairs of the late* Hugh *Earl of* Eglinton, *and to amend the Acts relative to* Ardrossan *Harbour in the County of* Ayr, *and for other Purposes:* And whereas the Company incorporated by the first-recited Act, and subsequently the Trustees of the said *Hugh* Earl of *Eglinton*, and the Heir of Entail in possession of

45 G. 3. c. xxx.

5 & 6 Vict. c. lxii.

15 & 16 Vict. c. lxxviii.

17 & 18 Vict. c. 28. (*Priv.*)

the

the Entailed Estate of *Eglinton*, *Ardrossan*, and others, were authorized by the recited Acts to borrow on the Security of the said Harbour, and the Docks and other Works connected therewith, and the Rates and Duties leviable thereat, and of the whole Entailed Estate of *Eglinton*, *Ardrossan*, and others, Sums amounting in the whole to Eighty-six thousand one hundred and sixty-eight Pounds Six Shillings and Eightpence, and the Sum of Fifty thousand four hundred Pounds has been borrowed under the Authority of the said Acts, and has been expended in the Improvement of the said Harbour, Docks, and other Works: And whereas additional Accommodation is required for the increasing Traffic of the said Harbour, and it is expedient and would be for the Advantage of the Right Honourable *Archibald William Montgomerie* Earl of *Eglinton and Winton*, the Heir of Entail in possession of the said Harbour and of the said Entailed Estate, and the Heirs of Entail entitled to succeed thereto, and of the Public, if the Acts relating to the said Harbour were consolidated and amended, and if the said Earl and the said Heirs of Entail were authorized to construct Wet Docks and Breakwaters and other Works at the said Harbour, and to grant Leases or Feus of Ground on which Houses, Buildings, and Yards might be erected and formed; and it is also expedient that the Rates leviable at the said Harbour should be altered or modified, and that the said Earl and the said Heirs of Entail should be authorized to borrow further Sums of Money on the Security of the said Harbour and Rates, and of the said Entailed Estate, for the Purpose of defraying the Expense of constructing the said Works and increasing the Accommodation at the said Harbour; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *Ardrossan* Harbour Consolidation Act, 1864."

Interpretation of Terms.

2. The following Words and Expressions in this Act shall have the several Meanings hereby assigned to them:

The Expression "Earl of *Eglinton and Winton*, or the Heir in possession," shall mean and include the said *Archibald William Montgomerie* Earl of *Eglinton and Winton*, and the Heirs of Entail for the Time being, Proprietors and in possession of the said Harbour and of the Entailed Estate of *Eglinton*, *Ardrossan*, and others, and the Trustees, or Tutors, or Curators, or Administrators-in-law, or other legal Guardians of any such Heir in Minority or under legal Incapacity or Disability:

The

The Word "Harbour" shall mean and include the Harbour of *Ardrossan*, within the Limits herein-after defined, and the Docks, Breakwaters, Piers, Quays, and Works constructed or to be constructed in or connected with the said Harbour.

Recited Acts repealed.

3. From and after the passing of this Act, the first and second recited Acts, and Section Nine of the third-recited Act, and Sections Eight to Thirteen, both inclusive, of the fourth-recited Act, shall be and are hereby repealed, subject to the Provisions of this Act, and this Act shall commence and take effect.

8 & 9 Vict. c. 19. and 23 & 24 Vict. c. 106. incorporated.

4. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are hereby incorporated with this Act, and shall apply to the Harbour and Undertaking as herein-after defined.

10 & 11 Vict. c. 27. incorporated.

5. "The Harbours, Docks, and Piers Clauses Act, 1847," with the Exception of Sections Twelve, Thirteen, Sixteen to Nineteen, both inclusive, Twenty-five, Twenty-six, and Fifty, is hereby incorporated with this Act, and shall apply to the Harbour and Undertaking as herein-after defined: Provided that Sections Sixteen and Seventeen of the said Act may come into force at any Time after Five Years from the passing of this Act, on Six Months Notice to that Effect being given to the Earl of *Eglinton and Winton*, or the Heir in possession, by Writing under the Hand of the Secretary to the Board of Trade.

Officers to continue.

6. The Officers and Servants at present employed at the Harbour shall hold their respective Offices and Employments until removed, and shall be subject to the Provisions of this Act and of the Acts incorporated herewith as regards both their byepast and future Conduct and Intromissions; and all Bonds or Securities for such Conduct and Intromissions shall be and remain valid, and may be enforced in the same Manner and to the same Effect as such Bonds and Securities could have been enforced if this Act had not been passed.

Byelaws to remain in force.

7. Whereas the Byelaws and Regulations with respect to the Management, Superintendence, Police, and Lighting of the Harbour, and the Conduct of the Masters and Crews of Vessels resorting to the Harbour have been recently revised: The Byelaws and Regulations which at the Time of the passing of this Act are in force shall be and be deemed to be the Byelaws and Regulations of the Harbour, and shall until altered continue in force.

Books and Maps to be Evidence.

8. All Books, Maps, Plans, Sections, Books of Reference, and other Documents whatsoever by the recited Acts or any of them authorized

authorized or directed to be kept, and thereby made Evidence, shall be admitted as Evidence in all Courts of Law or elsewhere.

Agreements may be enforced.

9. The Earl of *Eglinton and Winton*, or the Heir in possession, may enforce against any Person, Company, or Corporation, and any Person, Company, or Corporation may enforce against the Earl of *Eglinton and Winton*, or the Heir in possession, all Contracts and Agreements for the Sale or Purchase of Lands, and other Contracts and Agreements relating to the Harbour or Undertaking, in the same Manner and to the same Extent and Effect as such Contracts and Agreements might have been enforced by or against the Earl of *Eglinton and Winton*, or the Heir in possession, or by or against such Person, Company, or Corporation if this Act had not been passed.

Proceedings under recited Acts saved.

10. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything done or suffered under the recited Acts shall be as valid as if the same were not repealed, and the Repeal thereof and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, or Demands, both present and future, which if the recited Acts were not repealed and this Act were not passed would be incident to or consequent on any or every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, or Demands which affect or should or might affect the Earl of *Eglinton and Winton*, or the Heir in possession, he may enforce or shall be liable in respect of such Rights, Liabilities, Claims, or Demands in the same Manner and to the same Extent as he could have enforced or would have been liable to in respect thereof: Provided that the Generality of this Enactment shall not be restricted by any of the other Clauses or Provisions of this Act.

Borrowing Powers.

11. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to borrow on the Security of the Harbour and the Rates by this Act authorized to be levied, or on the Security of the said Entailed Estate of *Eglinton*, *Ardrossan*, and others, or any Part thereof, any Sums of Money not exceeding in the whole Two hundred and six thousand Pounds; and the Sums which have been borrowed under the Authority of the recited Acts and are now owing shall be deemed a Part of the said Sum of Two hundred and six thousand Pounds.

Money may be borrowed in substitution of Sums paid off.

12. In case any Part of the said Sum of Two hundred and six thousand Pounds shall at any Time be called up or be paid off and discharged otherwise than by means of the Sinking Fund herein-after mentioned, it shall be lawful for the Earl of *Eglinton and Winton*, or the

the Heir in possession, from Time to Time to borrow on the Security of the Harbour and Rates, or on the Security of the said Entailed Estate, or any Part thereof, any Sums in lieu of the Sums so called up or paid off and discharged: Provided that the Sum due and owing on the Security of the Harbour and Rates or of the said Entailed Estate, under the Provisions of the recited Acts and this Act, at any One Time shall not exceed the said Sum of Two hundred and six thousand Pounds.

Former Securities not to be prejudiced.

13. Nothing in this Act contained shall prejudice the Bonds or other Securities or Vouchers of Debt granted by the said Earl of *Eglinton and Winton* or his Predecessors under the Authority of the recited Acts and subsisting at the Date of the passing of this Act, but such Bonds and other Securities or Vouchers of Debt shall be and remain in full Force and as valid and effectual in all respects as if this Act had not been passed.

Form of Bond and Disposition in Security.

14. Every Bond and Disposition in Security to be granted by the Earl of *Eglinton and Winton*, or the Heir in possession, shall be duly stamped, and the Consideration shall be truly stated therein; and every such Deed may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect, and may be partly printed and partly in Writing, and shall be duly registered in the General Register of Sasines at *Edinburgh*, or in the Particular Register of Sasines for the County in which the Harbour or the Lands described in such Bond are situate.

Form of Assignation.

15. Any Person entitled to any such Bond and Disposition in Security may assign the same and his Right and Interest therein to any other Person, and every such Assignation shall be by Deed duly stamped, and the Consideration shall be truly stated therein; and every such Assignation may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect, and shall be duly registered as aforesaid.

Repayment of Money borrowed.

16. The Earl of *Eglinton and Winton*, or the Heir in possession, may, if he think fit, fix a Period for the Repayment of all Principal Monies borrowed by him, and in that Case such Period shall be inserted in the Bond, or he may from Time to Time borrow such Sums as he may think fit by way of Rentcharge on such Terms as may be agreed on, so as to repay the Principal and Interest in a certain fixed Term not exceeding Twenty-five Years: Provided that the whole Sums borrowed on Bonds and Dispositions in Security or on Rentcharges shall not at any Time exceed the said Sum of Two hundred and six thousand Pounds.

Application of Money borrowed.

17. The Money borrowed under the Authority of this Act shall be applied in defraying the Expense of the Wet Docks and Breakwaters and other Works by this Act authorized to be constructed, and in enlarging and improving the Harbour and increasing the Accommodation for Vessels resorting thereto, and in otherwise carrying into effect the Purposes of this Act, and to no other Purpose whatsoever.

Securities for Money borrowed and Accounts to be recorded.

18. The Earl of *Eglinton and Winton*, or the Heir in possession, so borrowing all or any Part of the said Sum of Two hundred and six thousand Pounds shall from Time to Time, and within Three Months after so borrowing, record in the Register kept for the County of *Ayr*, in virtue of the Public Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the Bond and Disposition in Security or other Security granted for the Money borrowed, and shall annually lodge with the Sheriff Clerk of the said County an Account of the Expenditure by him out of the Sums so borrowed upon the Harbour, and the Wet Docks, Breakwaters, and other Works by this Act authorized to be constructed, together with all the Vouchers of such Account, which Account shall be signed by the Earl of *Eglinton and Winton*, or the Heir in possession, making such Expenditure, or his Factor or Agent, or other Person duly authorized by him to that Effect; and such Account and Vouchers shall be recorded by such Sheriff Clerk in the same Way in which Accounts and Vouchers lodged under the Authority of the said Act of the Tenth Year of King *George* the Third are required to be recorded, and shall, after being so recorded, be delivered back, if required; and such Record shall be open to all Persons desiring to inspect the same, on Payment of One Shilling for each Inspection; and such Sheriff Clerk shall give certified Copies or Extracts of such Accounts and Vouchers to any Person desiring the same, on Payment of Sixpence for every One hundred Words of such Copy or Extract.

Creditors not to be concerned with Application of Money borrowed.

19. The Creditors in or Persons holding any Bond and Disposition in Security or Rentcharge granted under the Authority of the recited Acts or this Act shall not be in anywise concerned with or bound to see to the Application of the Money borrowed; and the Earl of *Eglinton and Winton*, or the Heir in possession, shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any such Bond and Disposition in Security or Rentcharge, or the Money, Principal or Interest, thereby secured may be subject; and the Receipt of the Person entitled to any such Bond and Disposition in Security or Rentcharge shall be a sufficient Discharge to the Earl of *Eglinton and Winton*, or the Heir in possession, for any Money payable in respect thereof, notwithstanding any Trust to which the same or the Money thereby secured may then

then be subject, and he shall not be bound to see to the Application of the Money paid on such Receipt.

Sinking Fund to be established.

20. The Earl of *Eglinton and Winton*, or the Heir in possession, shall be obliged to pay the Interest and Rentcharges on the whole Sums borrowed under the Authority of the recited Acts and this Act, and when the Sums borrowed and owing shall exceed One hundred and twenty thousand Pounds, the Earl of *Eglinton and Winton*, or the Heir in possession, shall every Year appropriate and set apart out of the surplus Revenue of the Harbour, after paying and defraying the ordinary Expenditure and Interest and Rentcharges on Money borrowed, a Sum equal to One Half of the Average annual surplus Revenue of the Five preceding Years as a Sinking Fund to be applied in paying off the Principal Sums borrowed under the Authority of the recited Acts and this Act, so far as exceeding the said Sum of One hundred and twenty thousand Pounds, but the Sums so to be set apart shall not exceed in all, for each Period of Five Years, the Sum of Ten thousand Pounds; and such Sinking Fund shall from Time to Time be invested in the Purchase of Exchequer Bills or other Government Securities, or deposited in any of the Joint Stock Banks in *Scotland* incorporated by Act of Parliament or Royal Charter, and shall be increased by Accumulation in the way of Compound Interest, or otherwise, until the same shall be of sufficient Amount to pay off the said Principal Sums, or some Part thereof which he shall think ought to be paid off, at which Time such Sinking Fund shall be applied in paying off the said Principal Sums or some Part thereof, and the Sums so paid off by means of such Sinking Fund shall not be reborrowed: Provided always, that the Earl of *Eglinton and Winton*, or the Heir in possession, shall not allow any Sum exceeding Five thousand Pounds to remain invested or deposited as aforesaid for a longer Period than Six Months without applying the same as before provided: Provided also, that the Earl of *Eglinton and Winton*, or the Heir in possession, shall, at the Termination of each Period of Five Years from and after the First Day of *January* Eighteen hundred and sixty-five, be bound to apply to the Court of Session by summary Petition, which shall set forth the Provisions of this Act and the Names of those Heirs of Entail whose Consents would be required by the Heir in possession for the Time to an Instrument of Disentail, for the Authority of the Court to fix and ascertain the Amount of the Debt then affecting the said Entailed Estate on account of the Harbour and the net Revenue arising therefrom, as herein set forth, for the Five preceding Years, and the Proportion thereof applicable in Terms of this Act towards paying off the Principal Sums, or some Part thereof, so to be borrowed; and after such Intimation as shall appear to the Court to be regular and proper, the Court shall interpone their Authority in Terms of the

Prayer

Prayer of such Petition in so far as the same may appear to the Court to be expedient, or shall do otherwise as may appear to them to be proper and consistent with this Act.

Harbour vested in the Earl of Eglinton and Winton and the Heirs of Entail.

21. The Harbour and the whole Undertaking and Property and Effects connected therewith, heritable and moveable, real and personal, subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, Statutory Provisions, and Incumbrances affecting the same, are hereby vested in the said *Archibald William Montgomerie* Earl of *Eglinton and Winton*, and the Heirs of Entail entitled to succeed to the said Entailed Estate of *Eglinton*, *Ardrossan*, and others, with and under the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolutive contained in the Deeds of Entail of the said Entailed Estate and Harbour (except in so far as otherwise expressly provided by this Act), and may be lawfully held and exercised, enforced and enjoyed by the said Earl and the Heirs of Entail entitled to succeed to the said Entailed Estate.

Limits of Harbour defined.

22. The Limits of the Harbour shall for the Purposes of this Act include the whole Waterway and Anchorage, and all the Wet Docks or Tidal Basins, Quays, Wharves, and other Works constructed or to be constructed under the Authority of the recited Acts or this Act, within the Boundaries described by Lines drawn from the North Boundary of the Harbour of *Saltcoats* to a Point Two Miles Seaward in a South-westerly Direction; thence to a Point Two Miles Seaward from *Burnfoot* in a North-west Direction; thence to *Burnfoot;* thence along the West Side of *North Crescent Road* and of *Montgomerie Street* in the Town of *Ardrossan* to the Back of the *Eglinton Arms* Hotel; thence along the Back of the said Hotel and of the Office of the Bank of *Scotland*, and the Centre of *Harbour Lane* in the said Town to the Railway leading to the Harbour; thence along the North Railway Wall to *Princes Street* in the said Town; thence along the South Side of *Princes Street* to the East Side of *Arran Place;* and thence along High-water Mark to the said North Boundary of the Harbour of *Saltcoats*.

Power to improve the Harbour.

23. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, from Time to Time to deepen, enlarge, and improve the Harbour, and to construct such Quays, Jetties, Wharves, Rails, Warehouses, Sheds, Timber Ponds, Cranes, Weighing Machines, Storing Yards, and other Buildings and Works as may be deemed necessary or expedient for the Improvement of the Harbour and the Accommodation of Vessels resorting thereto, and of Passengers, Animals, and Goods shipped or landed thereat, and to maintain and repair the Harbour and Buildings and Works above mentioned, at such Times and in such Manner as may be necessary.

24. Whereas

Power to make Works according to deposited Plans.

24. Whereas a Plan and Sections describing the Lines, Situation, and Levels of the intended Works, and describing the Lands to be taken for the Purposes thereof, with a Book of Reference to the said Plan, have been deposited in the Offices at *Ayr* and *Kilmarnock* of the Principal Sheriff Clerk of the County of *Ayr*: It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, subject to the Provisions and with the Powers contained in this Act and the Acts incorporated herewith, to enter upon, take, and use such of the Lands described on the said Plan, or such of them, or such Parts thereof as they may deem necessary for the Purposes of this Act, and to make and maintain the Wet Docks and Breakwaters described on the said Plan and Sections, and all Embankments, Quays, Jetties, Wharves, Roads, and Landing Places, and other Works in connexion with the said Wet Docks and Breakwaters which may be deemed necessary or expedient.

Any Land reclaimed by the Works not to be taken without the Consent of the Commissioners of Woods, &c.

25. If in the course or by means of the Execution of any of the Works by this Act authorized any Lands belonging to Her Majesty, and not forming the Site of any such Works, shall be inned, gained, or reclaimed from the Water, the Earl of *Eglinton and Winton*, or the Heir in possession, shall not enter upon, take, use, or interfere with the Lands so inned, gained, or reclaimed for any Purpose whatsoever without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, but such Inning, Gaining, or Reclamation shall enure absolutely for the Benefit of the Queen's Majesty, Her Heirs and Successors; but nothing in this Section contained shall take away, prejudice, or affect any Estate, Right, or Privilege vested in or competent to the Earl of *Eglinton and Winton*, or the Heir in possession, of the Harbour and of the Entailed Estate of *Eglinton*, *Ardrossan*, and others, by Law under his Titles thereto.

Plans of Works to be deposited at the Office of Board of Trade.

26. Previously to commencing the Wet Docks and Breakwaters by this Act authorized, or any of them, or the Works respectively connected therewith, or any Works below High-water Mark, the Earl of *Eglinton and Winton*, or the Heir in possession, shall deposit at the Office of the Board of Trade Plans, Sections, and Working Drawings of the said Wet Docks and Breakwaters for the Approval of the said Board, such Approval to be signified in Writing under the Hand of their Secretary, and such Works shall be constructed only in accordance with such Approval; and when any such Work shall have been commenced or constructed, it shall not be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed

contrary to the Provisions of this Act, it shall be lawful for the said Board to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Costs and Charges of the Earl of *Eglinton and Winton*, or the Heir in possession, and the Amount thereof shall be a Debt due to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs, as a Penalty is or may be recoverable, from the Earl of *Eglinton and Winton*, or the Heir in possession.

Local Survey may be ordered by Board of Trade.

27. If at any Time or Times it shall be deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Earl of *Eglinton and Winton*, or the Heir in possession, in, over, or affecting any tidal or navigable Water or River, or of the intended Site of such Works, the Earl of *Eglinton and Winton*, or the Heir in possession, shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to the Crown from the Earl of *Eglinton and Winton*, or the Heir in possession, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs, as a Penalty is or may be recoverable, from the Earl of *Eglinton and Winton*, or the Heir in possession.

Works abandoned or disused may be removed.

28. If any Work constructed or to be constructed by the Earl of *Eglinton and Winton*, or the Heir in possession, in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade to abate and remove the same, or such Part or Parts thereof as they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Costs and Charges of the Earl of *Eglinton and Winton*, or the Heir in possession, and the Amount thereof shall be a Debt due to the Crown from the Earl of *Eglinton and Winton*, or the Heir in possession, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs, as a Penalty is or may be recoverable, from the Earl of *Eglinton and Winton*, or the Heir in possession.

Lights to be exhibited during Construction of Works.

29. During the Construction of the Works by this Act authorized, the Earl of *Eglinton and Winton*, or the Heir in possession, shall exhibit every Night from Sunset to Sunrise a Light or Lights, to be kept burning by and at their Expense, for the Guidance of Vessels, which Lights shall be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of any Secretary or Assistant Secretary of the Board, directs or approves; and in case the

the Earl of *Eglinton and Winton*, or the Heir in possession, shall neglect to exhibit and keep any such Light burning as aforesaid, they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds.

Power to lay down Buoys for adjusting Compasses of Vessels.

30. For the Purpose of adjusting the Compasses of Vessels it shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to construct, moor, and place Buoys in such Places in the Harbour as shall be fixed upon by the Commissioners of Northern Lighthouses, if the said Commissioners are of opinion that the placing of such Buoys is expedient on public Grounds, and to maintain, manage, and keep in repair, and from Time to Time to replace such Buoys, and to levy any Rate not exceeding One Penny *per* registered Ton on and in respect of all Vessels which may use such Buoys for the Purpose of swinging to have their Compasses adjusted; and such Rates shall be paid by the Owner, Agent, or Master, or other Person in charge of such Vessel.

Power to erect Lighthouses.

31. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to erect any Lighthouse within the Limits of the Harbour, and also to exhibit a Light therein of such Description or Power as may from Time to Time be prescribed by the Commissioners of Northern Lighthouses in Writing under the Hand of their Secretary for the Time being.

Power to lay down Beacons and Buoys.

32. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to erect within the Limits of the Harbour Beacons for the Guidance of Vessels, of such Character, and to be exhibited in such Mode, and to lay down Buoys of such Description and in such Situation within the Limits of the Harbour, as may from Time to Time be prescribed by the Commissioners of Northern Lighthouses in Writing under the Hand of their Secretary for the Time being.

Beacons and Lights not to be altered without Consent.

33. It shall not be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to exhibit or alter, or permit to be exhibited or altered, any Light, Beacon, or Seamark without the Consent of the Commissioners of Northern Lighthouses, in Writing under the Hand of their Secretary for the Time being, first had and obtained; and if any such Light, Beacon, or Seamark shall be exhibited or altered with such Consent as aforesaid, the same shall be of such Power, Description, and Character, and shall be from Time to Time discontinued or altered as the said Commissioners shall from Time to Time direct by due Notice in Writing under the Hand of their Secretary for the Time being.

34. From

Rates on Vessels as in Sched. (C.)

34. From and after the passing of this Act it shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to levy on and in respect of all Vessels entering or using the Harbour any Rates not exceeding the Rates specified in the Schedule (C.) to this Act annexed; and such Rates shall be paid by the Owner, Agent, Master, Consignee, or other Person in charge of any such Vessel.

Rates on Goods as in Sched. (D.)

35. From and after the passing of this Act it shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to levy on and in respect of all Goods shipped or unshipped, received or delivered in the Harbour any Rates not exceeding the Rates specified in the First Column of Part I. of the Schedule (D.) to this Act annexed, and on all Animals and Carriages shipped or unshipped in the Harbour any Rates not exceeding the Rates specified in Part II. of the said Schedule (D.); and such Rates shall be paid by the Owner of any such Goods, Animals, or Carriages.

Rates for Warehouses, Yards, and Sheds as in Sched. (D.)

36. From and after the passing of this Act it shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to place and store Goods and Articles in the Warehouses, Yards, Sheds, and Timber Ponds, or on the Quays at the Harbour, and to issue Warrants in acknowledgment of such Goods, and to levy on and in respect of all Goods and Articles so placed and stored any Rates not exceeding the respective Rates specified in the Second and Third Columns of Part I. of the Schedule (D.) to this Act annexed: Provided that the said Rates shall not be exigible unless such Goods and Articles shall remain so placed or stored for a longer Period than Forty-eight Hours; and all such Rates shall be paid by the Owner of such Goods and Articles before Removal.

Rates for Cranes, Weighing Machines, and Steam Tugs as in Sched. (G.)

37. From and after the passing of this Act it shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to levy for the Use of any of the Cranes, Weighing Machines, and Steam Tugs constructed or to be constructed or used at the Harbour any Rates not exceeding the respective Rates specified in the Schedule (E.) to this Act annexed; and all such Rates shall be payable by the Owner of any Goods loaded, unloaded, or weighed by means of such Cranes or Weighing Machines, and by the Owner, Master, or Person in charge of any Vessel employing such Steam Tugs.

Power to lease Rates and Wharves, &c.

38. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to lease for any Period not exceeding Seven Years, and by Private Contract or Agreement or by Public Roup, as he may deem most expedient, the Wharves, Rails, Slips, Sheds, Warehouses, Cranes, Weighing Machines, Steam Tugs, or other Works or Conveniences constructed or to be constructed or used at the

the Harbour, and all or any Part of the Rates by this Act authorized to be levied; and in case of all or any of the said Rates being so leased, the Tenants or Lessees thereof shall have the same Powers and Privileges as to levying, collecting, and recovering the same as are by this Act and the Acts incorporated herewith conferred on the Earl of *Eglinton and Winton*, or the Heir in possession: Provided that it shall not be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to stipulate for or take any Grassum, Fine, or other Consideration for granting any such Lease, except the Rent payable by the Lessee, and if any Grassum, Fine, or other Consideration, except such Rent as aforesaid, is stipulated for or paid in respect of any such Lease, the same shall be null and void.

Power to supply or contract for Supply of Water and Gas.

39. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to supply Water to Vessels entering and using the Harbour, and for the Extinction of Fires in Vessels, or to contract with any Person or Company for such Supply, and also to supply or contract for the Supply of Gas for the Use of the Harbour and the Streets, Houses, and Property within the Limits thereof.

Rates for Water supplied to Vessels.

40. The Earl of *Eglinton and Winton*, or the Heir in possession, may levy from the Owners or Masters of Vessels for the Water so supplied such Rates, not exceeding One Shilling and Sixpence *per* Puncheon, as he may from Time to Time fix and determine, but such Rates shall not be leviable unless Water shall be actually supplied to such Vessels.

Appointment and Dismissal of Constables.

41. It shall be lawful for the Sheriff or any Two Justices of the Peace of the County of *Ayr* to appoint such Persons as shall be named for that Purpose by the Earl of *Eglinton and Winton*, or the Heir in possession, to be Special Constables within the Limits of the Harbour, and every Person so appointed shall be sworn in by the Sheriff or any Justice of the Peace of the said County duly to execute the Office of a Constable within the Limits of the Harbour, and when so sworn in shall have the same Powers, Protection, and Privileges, and shall be subject to the same Liabilities, as Constables have or are subject to by the Law of *Scotland;* and the Sheriff or any Two Justices of the Peace of the said County may dismiss any such Constable from his Office, and on his Dismissal all Powers, Protection, and Privileges of such Constable shall cease.

Harbour Police.

42. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to regulate the Police, lighting, watching, and cleansing of the Harbour and the Streets, Houses, and Property within the Limits thereof as hitherto, and to use and exercise all Powers, Authorities, Rights, and Privileges conferred by Law for these

these Purposes; and so long as the Earl of *Eglinton and Winton*, or the Heir in possession, shall use and exercise the said Powers, Rights, and Privileges of lighting, watching, and cleansing the Harbour and the Streets, Houses, and Property within the Limits thereof it shall not be lawful for the Magistrates and Council of the Burgh of *Ardrossan*, as Commissioners of Police under the (Local and Personal) Act Ninth and Tenth *Victoria*, Chapter One hundred and eighty-six, intituled *An Act for erecting the Town or Village of* Ardrossan *and Places adjacent in the County of* Ayr *into a Burgh of Barony, for paving, lighting, and cleansing the same, for establishing a Police therein, and for other Purposes relating thereto*, or under any other Public or Local and Personal Act, to levy any Rates or Assessments for any Purpose whatsoever within the Limits of the Harbour; and the Earl of *Eglinton and Winton*, or the Heir in possession, shall, within the Limits of the Harbour, be the Local Authority under the Public Act Twentieth and Twenty-first *Victoria*, Chapter Seventy-three, intituled *An Act for the Abatement of the Nuisance arising from the Smoke of Furnaces in* Scotland, and the Public Act Twenty-fourth *Victoria*, Chapter Seventeen, intituled *An Act to amend an Act of the Twentieth and Twenty-first Years of the Reign of Her Majesty, for the Abatement of the Nuisance arising from the Smoke of Furnaces in* Scotland, and shall be entitled to enforce the Provisions of the said Acts within the said Limits as fully and effectually as any other Local Authority acting under the said Acts.

Power to contract with Glasgow and South-western Railway Company.

43. The Earl of *Eglinton and Winton*, or the Heir in possession, may contract and agree with the *Glasgow and South-western* Railway Company for the Occupation of such Portions of the Ground within the Limits of the Harbour, other than those which are already occupied by the said Company, as may be necessary for forming Branch or Continuation Railways to communicate with any Dock, Pier, Quay, or Wharf constructed or to be constructed, and for making and maintaining such Continuation and Branch Railways, and for erecting and maintaining such Sheds, Station Houses, Warehouses, and other Conveniences as the said Company may think necessary or expedient for the Accommodation of Passengers and Goods to be conveyed to or from the Harbour by means of the said Railways, from or to the *Ardrossan* Station of the *Glasgow and South-western* Railway, or past or through the same, by means of the Rails at present forming the Connexion therewith; and such Conveyance may be effected in the same Carriages, Waggons, and Trucks, and by the same Engines by which the Conveyance is effected from Time to Time on the Main Line of the said Railway; and in case of any Difference between the said Parties in carrying into effect any such Contract or Agreement, the same shall be determined by an Engineer named by them, or by Two Engineers mutually chosen, or an

an Oversman to be named by such Engineers, in the event of their differing in Opinion.

Power to grant long Leases and Feus of Parts of Entailed Estate.

44. It shall be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, from Time to Time, to grant long Leases and Feus of such Parts and Portions of the said Estate of *Eglinton*, *Ardrossan*, and others as he may think fit (other than the Mansion House, Offices, and Policies thereof), not exceeding Thirty Acres in Extent in any One Lease or Feu, for the Erection and Formation of Houses, Buildings, or Yards, and for Payment of such Rents or Feu Duties, not being under the agricultural Value of the Ground at the Time, and on such Terms and Conditions, and in regard to such Leases for such Periods, as may be agreed on, and to grant Leases, Feu Charters, or Feu Contracts of the Ground so leased or feued, and all other Deeds and Writs necessary to complete the Titles thereto of the Lessees or Feuars and their Successors, and that notwithstanding any Provision, Restriction, Limitation, or irritant or resolutive Clause contained in the Deeds of Entail under which the said Entailed Estate or Harbour is held: Provided always, that it shall not be lawful for the Earl of *Eglinton and Winton*, or the Heir in possession, to stipulate for or take any Fine, Grassum, or other Consideration for granting any such Lease or Feu other than and except the Rent or Feu Duty payable for and in respect thereof, and any Lease, Feu Contract, or Feu Charter in respect of which any such Fine, Grassum, or other Consideration is stipulated for or paid shall be null and void: Provided also, that no Feus or long Leases shall be granted to a greater Extent in the whole than One Half of the Barony of *Ardrossan*, nor to a greater Extent in the whole than One Eighth Part of the rest of the Estate of *Eglinton*, and any Feus or long Leases granted in excess of the said One Half of the Barony of *Ardrossan*, or One Eighth Part of the rest of the Estate of *Eglinton* respectively, shall be null and void.

Form of Proceedings against Offenders.

45. The Complaint and Proceedings before the Sheriff or Justice or Justices before whom any Person shall be complained of or proceeded against for any Offence under the Provisions of this Act or the Acts incorporated herewith, and the Sentence or Conviction thereon may be in the Form of the Schedule (F.) hereunto annexed, or as near as may be; and except that such Complaint and the Sentence to be pronounced in relation thereto shall be in Writing, or partly printed and partly in Writing, no other Writing or written Record of Evidence or Procedure shall be necessary unless the Sheriff or Justices at the hearing of the Complaint shall cause or allow the Procedure or Evidence to be taken down in Writing, or shall themselves take Notes of the same.

46. Nothing

Nothing to exempt Harbour from Provisions of Merchant Shipping Acts.

46. Nothing in this Act contained shall be deemed to exempt the Harbour, or the Earl of *Eglinton and Winton*, or the Heir in possession, from the Provisions of "The Merchant Shipping Act, 1854," or "The Merchant Shipping Act Amendment Act, 1855," or of any General Act relating to Harbours or Docks, or Dues on Shipping or on Goods carried in Ships, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the Rates authorized by this Act.

Saving Rights of the Crown.

47. Nothing contained in this Act or in the Acts incorporated herewith shall authorize the Earl of *Eglinton and Winton*, or the Heir in possession, to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, which Consent such Commissioners or Commissioner are and is hereby authorized to give, neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's most Excellent Majesty, Her Heirs or Successors.

Saving Rights of Glasgow and South-western Company.

48. Nothing in this Act contained shall extend or be construed to extend to take away, abridge, repeal, or in any way to prejudice or diminish any Rights, Powers, or Privileges belonging to, conferred on, or enjoyed by the *Glasgow and South-western* Railway Company.

Expenses of Act.

49. The Costs and Charges of applying for and obtaining this Act shall be paid by the said *Archibald William Montgomerie* Earl of *Eglinton and Winton*.

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SCHEDULES referred to in this Act.

SCHEDULE (A.)

FORM OF BOND AND DISPOSITION IN SECURITY.

I, *A.B.*, Heir of Entail in possession of the Entailed Estate of Eglinton, Ardrossan, and others, grant me to have borrowed and received, for the Purposes of and as authorized by "The Ardrossan Harbour Consolidation Act, 1864," from *C.D.*, the Sum of , which Sum I bind myself, as Heir of Entail foresaid, and the Heirs succeeding to me in the said Entailed Estate, to repay to the said *C.D.* and his Heirs and Assignees whomsoever, at the Term of , with a Fifth Part more of liquidate Penalty in case of Failure, and the legal Interest of the said Principal Sum from the to the said Term of Payment, and half-yearly, termly and proportionally thereafter, during the not Payment of the same, and that at Two Terms in the Year, Whitsunday and Martinmas, by equal Portions, beginning the First Term's Payment of the said Interest at the Term of next for the Interest due preceding that Date, and the next Term's Payment thereof at the Term of following, and so forth, half-yearly, termly and proportionally thereafter, during the not Payment of the said Principal Sum, with a Fifth Part more of the Interest due at each Term of liquidate Penalty in case of Failure in the punctual Payment thereof: And in security of the personal Obligation before written I dispone to and in favour of the said *C.D.* and his Foresaids, heritably but redeemably as after mentioned, all and whole the Harbour of Ardrossan and Docks and other Works therein or connected therewith, situate in the County of Ayr, and the Rates leviable under the said Act [*or* the said Entailed Estate of Eglinton, Ardrossan, and others (save and except the Mansion House, Offices, and Policies thereof) situate in the Counties of Ayr, Lanark, Renfrew, and Bute, *or any particular Portion thereof as may be agreed on*], and that in Real Security to the said *C.D.* and his Foresaids of the whole Sums of Money, Principal, Interest, and Penalties, above specified: And I assign the Rents and Rates: And I assign the Writs: And I grant Warrandice for myself as Heir of Entail in possession of the said Estate, and for the Heirs of Entail succeeding to me therein: And I reserve Power of Redemption: And I oblige myself for the Expenses of assigning and discharging this Security: And I consent to Registration hereof for Preservation and Execution, and also to Registration in the General or Particular Register of Sasines. In witness whereof [*insert Testing Clause in usual Form*].

SCHEDULE (B.)

Form of Assignation.

I, *C.D.*, in consideration of the Sum of paid to me by *E.F.*, do hereby assign, dispone, and convey to the said *E.F.*, and his Heirs and Assignees whomsoever, a Bond and Disposition in Security, dated the Day of for the Sum of granted by *A.B.*, Heir of Entail in possession of the Entailed Estate of Eglinton, Ardrossan, and others, in my Favour, with Interest from the ; and also all and whole the Harbour of Ardrossan and Docks and other Works therein or connected therewith, situate in the County of Ayr, and the Rates leviable under "The Ardrossan Harbour Consolidation Act, 1864," [*or* the said Entailed Estate of Eglinton, Ardrossan, and others, situate in the Counties of Ayr, Lanark, Renfrew, and Bute, *or any particular Portion thereof, as the Case may be*], as specified in the said Bond and Disposition in Security, which is registered in the General Register of Sasines [*or* in the Particular Register of Sasines for the County of] on the Day of . * In witness whereof [*insert Testing Clause in usual Form*].

* If the Assignation is granted by a Party other than the original Creditor in the Security, the Title or Series of Titles by which the Granter has Right to it will be shortly narrated.

SCHEDULE (C.)

Rates on Vessels.

	s.	*d.*
1. On all Vessels entering or using the Harbour, per Register Ton -	0	6
2. On all Vessels remaining in the Harbour beyond the First Twenty-one lawful Days, per Register Ton per Week - - - -	0	3
3. On all Vessels entering or using any of the Wet Docks or Tidal Basins constructed or to be constructed at the Harbour, in addition to the Harbour Rates, per Register Ton - - - - - -	1	0
4. On all Vessels remaining in any of the Wet Docks or Tidal Basins beyond the First Twenty-one lawful Days, per Register Ton per Week - - - - - - - - -	0	6
5. On all Vessels using the Graving Dock, per Register Ton for each Tide that such Vessels remain in the Graving Dock - - - -	0	6
6. On all Vessels entering or using the Harbour (in addition to the Harbour Rates and other Rates above specified), for the Harbour Lights, per Register Ton - - - - - - - -	0	1

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SCHEDULE (D.)

PART I.

RATES ON GOODS.

	Rates on Goods shipped or landed.	Rates on Goods in Transit Sheds.	Rates on Goods in Yards and Warehouses.
	Per Ton.	Per Ton per Day.	Per Ton per Week.
	s. *d.*	*s.* *d.*	*s.* *d.*
Beans	0 6	0 9	0 3
Bone Dust	0 3	0 3	0 3
Bricks	0 3	0 3	0 2
Clay	0 3	0 3	0 2
Coal	0 4	0 3	0 2
Coke	0 4	0 6	0 3
Corn	0 6	0 9	0 3
Culm	0 4	0 3	0 2
Farm Produce	0 6	0 9	0 3
Fir Timber	0 4	0 3	0 2
Fire Brick	0 4	0 3	0 2
Iron (unwrought)	0 4	0 3	0 2
Iron (wrought)	0 6	0 6	0 3
Iron Ore, all Kinds	0 4	0 3	0 2
Lime for building	0 4	0 3	0 2
Limestone	0 4	0 3	0 2
Machinery, all Kinds	0 6	0 9	0 3
Mahogany	0 6	0 6	0 3
Manure, all Kinds	0 3	0 3	0 2
Marl	0 3	0 3	0 2
Meal, all Kinds	0 6	0 9	0 3
Metals, all Kinds (except Iron)	0 6	0 6	0 3
Oak	0 6	0 6	0 2
Peas	0 6	0 9	0 3
Potatoes	0 6	0 9	0 3
Stone	0 4	0 3	0 2
Timber, in Ponds	- -	- -	0 2
,, in Yards	- -	- -	0 2
Tiles for draining, &c.	0 3	0 3	0 2
Wood, hard	0 6	0 6	0 3
All other Goods, Wares, Merchandise, or other Articles not specially enumerated	1 6	1 0	0 6

PART

PART II.

RATES ON ANIMALS AND CARRIAGES.

	Each. s.	d.
Bulls, Cows, Oxen, and Horses	0	9
Calves, Mules, Ponies, and Asses	0	6
Sheep, Pigs, Dogs, and other small Animals	0	1
Trunk, Chest, Box, or small Package, under One Ton, not in an assorted Cargo (except Passengers Luggage)	0	2
Chaises and other Four-wheeled Carriages	2	6
Gigs, Carts, and other Two-wheeled Carriages	1	6

SCHEDULE (E.)

RATES FOR THE USE OF CRANES, WEIGHING MACHINES, AND STEAM TUGS.

RATES OF CRANEAGE.

			Per Ton. s.	d.
All Goods or Packages not exceeding One Ton			0	3
Exceeding One Ton and not exceeding Two Tons			0	4
„ Two Tons	„	Three Tons	0	6
„ Three Tons	„	Four Tons	0	8
„ Four Tons	„	Five Tons	0	10
„ Five Tons	„	Six Tons	1	0
„ Six Tons	„	Seven Tons	1	2
„ Seven Tons	„	Eight Tons	1	4
„ Eight Tons	„	Nine Tons	1	8
„ Nine Tons	„	Ten Tons	2	0
„ Ten Tons	„	Twenty Tons	3	0
„ Twenty Tons and upwards			5	0
Steam Cranes to be charged double the above Rates.				
Cranemen's Wages, Sixpence per Hour.				
For the Use of any Tilting Machine			0	2

WEIGHING MACHINES.

For every Cart or other Carriage weighed at any of the Weighing Machines at the Harbour, not exceeding Twelve Cwt., each	0	1
Exceeding Twelve Cwt., each	0	2

STEAM TUGS.

For the Use of Steam Tugs furnished by the Earl of Eglinton and Winton, or the Heir in possession, in towing Vessels into or out of the Harbour from or to the Horse Island, per Register Ton	0	3

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SCHEDULE (F.)

FORMS OF PROCEEDINGS.

COMPLAINT.

Unto the Honourable the Sheriff of (*or* Her Majesty's Justices of the Peace for) the County of Ayr.

The Complaint of *A.B.*

Humbly showeth,

That *C.D.* has been guilty of a Contravention of "The Ardrossan Harbour Consolidation Act, 1864," and of "The Harbours, Docks, and Piers Clauses Act, 1847," incorporated therewith, or one or other of the said Acts, in so far as [*here describe the Offence generally, and state the Time and Place when and where the same was committed*], whereby the said *C.D.* has incurred the Forfeiture (*or* Penalty) of , provided by the Section of "The Ardrossan Harbour Consolidation Act, 1864," (*or* "The Harbours, Docks, and Piers Clauses Act, 1847.")

May it therefore please your to grant Warrant to summon the said *C.D.* to appear before to answer to this Complaint, and to be dealt with in Terms of the said Acts, or one or other of them.

According to Justice, *&c.*

WARRANT.

[*Place and Date.*]

Having considered the foregoing Complaint, grants Warrant to summon the said *C.D.* complained of to appear before (*Magistrate, and Place and Time*), and that by serving the said *C.D.* with a Copy of the foregoing Complaint and of this Deliverance; and also grants Warrant for citing Witnesses at the Instance of both Parties to attend at the same Place and Time.

SENTENCE.

[*Place and Date.*]

The (*Magistrate*), in respect of the Evidence adduced (*or* of the judicial Confession of the said *C.D.*, *as the Case may be*), convicts the said *C.D.* of the Offence charged, and therefore decerns and adjudges him to forfeit and pay to the Complainer the Sum of of Penalty, with the Sum of of Expenses, one Half of the said Penalty to be retained by the Complainer, and the other Half thereof (*or as the Case may be*) to be paid and accounted for by him to the Kirk Session or Collector of the Funds for the Poor of the Parish of Ardrossan; and failing Payment by the said

said *C.D.* forthwith,* grants Warrant for Recovery of the said Penalty and Expenses by Poinding of his Goods and Effects and summary Sale thereof on the Expiration of not less than Forty-eight Hours after such Poinding; appoints a Return or Execution of such Poinding and Sale to be reported within Eight Days from this Date, and in the meantime grants Warrant for detaining the said *C.D.* in the Prison of until such Return be reported.

WARRANT OF IMPRISONMENT.

To be granted in case of a Return being made that no sufficient Goods and Effects could be found.

[*Place and Date.*]

The (*Magistrate*), in respect of the Return made that no sufficient Effects can be found whereon to levy the said Penalty and Expenses, grants Warrant to imprison the said *C.D.* in the Prison of for the Period of from this Date, unless the said Penalty and Expenses be sooner paid, and decerns.

WARRANT OF LIBERATION.

[*Place and Date.*]

he (*Magistrate*), in respect of the Return of a sufficient Poinding and Sale of the Effects of the said *C.D.* (*or*, in respect of Payment having been made of the said Penalty and Expenses, *as the Case may be*), grants Warrant to the Keeper of the Prison of for the immediate Liberation of the said *C.D.*, and decerns.

* *If it shall appear at the Trial that no sufficient Poinding can be made within the Jurisdiction of the Magistrate, say here,* "and in respect it appears that no sufficient Poinding and Sale can be had whereon to levy the said Penalty and Expenses, grants Warrant to imprison the said *C.D.* in the Prison of for the Period of from this Date, unless the said Penalty and Expenses be sooner paid, and decerns."

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