ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxii.

An Act for supplying with Water the Burgh of *Ayr* and Places adjacent. [19th *June* 1865.]

WHEREAS by an Act passed in the Third and Fourth Year of the Reign of Her present Majesty, intituled *An Act for supplying the Town of* Ayr, *and Suburbs of* Newton *and* Wallacetown *and Places adjacent, in the County of* Ayr, *with Water*, the *Ayr* Water Company were incorporated, and were authorized to raise Capital to the Extent of Twenty thousand Pounds, which has been expended in defraying the Expense of constructing the Waterworks authorized by the said Act, and in supplying with Water the Burgh of *Ayr* and Places adjacent: And whereas it is expedient, and would be for the public Advantage, if the said Company were authorized to construct additional Works, and to increase the Supply of Water, and to raise additional Capital, and it is also expedient that the recited Act should be repealed, and that the Provisions thereof, so far as applicable and now in force, should be re-enacted, with such further Provisions as may be necessary; but these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 3 & 4 Vict. c. xcii.

The Ayr Water Company's Act, 1865.

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 *Ayr* Water Company's Act, 1865."

Interpretation.

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

"The Company" shall mean the *Ayr* Water Company incorporated by this Act:

"The *Ayr* Water Company" shall mean the *Ayr* Water Company as incorporated previous to the passing of this Act.

8 & 9 Vict. cc. 17. & 19., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

3. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and Parts First and Second of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Act, 1847," and "The Waterworks Clauses Act, 1863," are hereby incorporated with this Act, and made applicable to the Undertaking herein-after described; and the Word "Undertaking" in the said Acts and this Act shall mean and include the whole Waterworks and Works connected therewith by this Act vested in or authorized to be constructed by the Company.

Recited Act repealed.

4. From and after the passing of this Act the recited Act shall be and is hereby repealed.

Ayr Water Company re-incorporated.

5. The several Persons who at the Time of the passing of this Act are Proprietors of or entitled to Shares in the Capital of the *Ayr* Water Company under the recited Act shall be united into a Company for supplying with Water the Burgh of *Ayr* and Places adjacent within the Limits of this Act, and shall be and are hereby incorporated by the Name of "The *Ayr* Water Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of their Undertaking, and to carry into effect the Provisions and Purposes of this Act and the Acts incorporated herewith.

Vesting the Property of the old in the new Company.

6. The Undertaking of the *Ayr* Water Company, and the whole Waterworks, Mains, Pipes, Lands, Springs, Streams, Houses, Buildings, and Heritages connected therewith, and all Funds, Rates, Rents, Goods, Debts, Monies, and other Property and Effects whatsoever, heritable and moveable, real and personal, belonging or owing to or held by the *Ayr* Water Company, subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances affecting the same, are hereby vested in, and may be lawfully held, maintained,

maintained, used, exercised, enforced, recovered, and enjoyed by, the Company.

Agreements and Deeds to remain in force, and Company liable for Debts.

7. All Conveyances, Purchases, Sales, Leases, Mortgages, Bonds, Assignations, Contracts, Agreements, Securities, and other Deeds, Instruments, and Writings made, executed, or entered into between any Person and the *Ayr* Water Company, or by, to, or for the *Ayr* Water Company, shall be and continue as good, valid, and effectual to all Intents and Purposes as if the recited Act had not been repealed; and the Company shall be liable for all the Debts, Obligations, and Engagements of the *Ayr* Water Company due, owing, and subsisting at the Time of the passing of this Act.

Contracts and Agreements may be enforced by and against the Company.

8. The Company may enforce in their own Name against any Person, and any Person may enforce against the Company, to the same Extent and Effect as might have been enforced by or against the *Ayr* Water Company if this Act had not been passed,—

All Acts of Parliament, other than the Act hereby repealed, and Provisions of Acts of Parliament, conferring any Right or Privilege on the *Ayr* Water Company, or on such Person or his Predecessors:

All Contracts or Agreements for the Sale or Purchase of Land, and other Contracts or Agreements whatsoever, entered into or adopted by the *Ayr* Water Company and such Person or his Predecessors:

All Grants, Conveyances, Leases, Discharges, or other Deeds or Writings granted to the *Ayr* Water Company by such Person or his Predecessors, or to such Person or his Predecessors by the *Ayr* Water Company, or to which any of the said Parties have acquired Right:

All Claims for Compensation or Damages, or for Penalties, Monies, Costs, or Expenses, payable or recoverable by or from the *Ayr* Water Company under or reserved by the recited Act, or in consequence of any Act, Deed, Matter, or Thing done or omitted to be done by such Person or his Predecessors, or by the *Ayr* Water Company:

All Rights, Privileges, Liberties, Exemptions, Decrees, or Causes of Action possessed or enjoyed or claimed by the *Ayr* Water Company, or by any Person or his Predecessors, under the recited Act, or in consequence of any Act, Deed, Matter, or Thing done or omitted to be done by such Person or his Predecessors, or by the *Ayr* Water Company.

Actions not to abate.

9. All Actions, Suits, and Proceedings, and all Arbitrations, to which the *Ayr* Water Company are Parties at the Date of the passing of this Act, may be proceeded in by or against the Company, without the

the Necessity of intimating such Action, Suit, Proceeding, or Arbitration to the Company, or making them formally Parties thereto; and all Offences against the Provisions of the recited Act, committed before the passing of this Act, may be prosecuted, and all Penalties incurred by reason of such Offences, may be sued for and recovered, by or against the Company in the same Manner in all respects as if this Act had not been passed.

Proceedings under recited Act saved.

10. Notwithstanding the Repeal of the recited Act, and except only as is by this Act otherwise expressly provided, everything done or suffered under the recited Act 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, and Demands, both present and future, which, if the recited Act were not repealed and this Act were not passed, would be incident to or consequent on any and 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 *Ayr* Water Company, the Company shall represent the *Ayr* Water Company, and may enforce and shall be liable in respect of such Rights, Liabilities, Claims, or Demands in the same Manner and to the same Extent as the *Ayr* Water Company could enforce or would be liable in respect of such Rights, Liabilities, Claims, or Demands: Provided that the Generality of this Enactment shall not be restricted by any of the other Clauses or Provisions of this Act.

Arrears of Rates to be paid to the Company.

11. All Rates, Rents, or Charges made or imposed under or by virtue of the recited Act, and which at the Date of the passing of this Act shall be due and payable, or, if this Act had not been passed, would have accrued due and been payable, to the *Ayr* Water Company, shall continue in force, and be due and payable to the Company, and may be sued for, collected, and recovered in the same Manner as any Rates may be sued for, collected, or recovered under or in pursuance of this Act.

Certificates and Transfers to remain in force.

12. All Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed of or in respect of any Share in the Capital of the *Ayr* Water Company under or in pursuance of the recited Act shall remain in full Force and Effect, and shall be and continue available in all respects whatsoever.

Books and Plans to be Evidence.

13. All Books, Plans, and other Documents by the recited Act authorized or directed to be kept, and thereby made Evidence, shall be admitted as Evidence in all Courts and Proceedings whatsoever.

14. The

Present Officers continued.

14. The Officers and Servants of the *Ayr* Water Company at the Time of the passing of this Act shall be Officers and Servants of the Company until removed, and shall be subject to the Provisions of this Act and the Acts incorporated herewith as regards both their past and future Actings and Intromissions; and all Bonds and Securities granted to the *Ayr* Water Company for the Performance of the Duties of such Officers and Servants and accounting for their Intromissions shall remain valid and effectual, and may be enforced by the Company in the same Manner and to the same Extent and Effect as such Bonds and Securities might have been enforced by the *Ayr* Water Company.

Capital of the Company.

15. The Capital of the Company shall consist of the Sum of Twenty thousand Pounds authorized to be raised by the recited Act, and the Sum of Fifteen thousand Pounds authorized to be raised by this Act, amounting together to Thirty-five thousand Pounds, and shall be divided into Fourteen hundred Shares of Twenty-five Pounds each.

As to Shares created under recited Act.

16. Every Person or Company who is the Proprietor of Shares in the Capital of the *Ayr* Water Company at the Time of the passing of this Act shall become and be the Proprietor of Shares of the same Amount in the Capital of the Company hereby incorporated.

Former Certificates to be sufficient.

17. The Certificates of Shares granted by the *Ayr* Water Company shall be deemed to be Certificates granted by the Company of the Shares held under this Act.

Shares to be held under same Trusts.

18. The Shares in the Capital of the Company, which are hereby substituted in lieu of the Shares of the *Ayr* Water Company held under the recited Act, shall be vested in and be held and enjoyed by the several Persons entitled to the same upon such and the same Trusts, if any, and for such and the same Interests, and under and subject to such and the same Dispositions, Charges, Liens, and Incumbrances (if any), as such last-mentioned Shares were or might have been held if this Act had not been passed.

Additional Capital for new Works.

19. For defraying the Cost of the Works to be constructed and the Property to be acquired under the Authority of this Act, and bringing in an increased Supply of Water, and for the general Purposes of their Undertaking, it shall be lawful for the Company to raise from Time to Time any Sum not exceeding Fifteen thousand Pounds by the Creation and Issue of new Ordinary Shares in their Undertaking of Twenty-five Pounds each: Provided, that the Company shall not issue any Share created under the Authority of this Act, nor shall any such Share vest in the Person accepting

the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

New Capital to be subject to same Provisions as original Capital.

20. The additional Capital to be raised by such new Shares shall be Part of the Ordinary Share Capital of the Company, and such new Shares, and the Subscribers and Proprietors thereof, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if such additional Capital were a Part of the Ordinary Share Capital of the Company, and such new Shares had formed Part of the Ordinary Shares of the Company.

Power to borrow on Mortgage.

21. After the said additional Capital of Fifteen thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time to borrow, and if paid off to reborrow, on Mortgage of their Undertaking, any Sums not exceeding Eight thousand Pounds; but no Part of such Sum shall be borrowed until the Company shall have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that Shares for the whole of such additional Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that such Shares are *bonâ fide* held by the Subscribers, or their Executors, Administrators, or Assignees, and that such Subscribers, or their Executors, Administrators, or Assignees, are legally liable for the same.

First and other Ordinary General Meetings.

22. The First General Meeting of the Company shall be held within Three Months next after the passing of this Act, and an Ordinary General Meeting of the Company shall be held on the Third *Wednesday* of *June* in every Year thereafter; and all Meetings of the Company shall be held in the Town of *Ayr*.

Quorum of General Meetings.

23. The Quorum for every General Meeting of the Company shall be Seven Shareholders holding in the aggregate not less than One thousand Pounds of the Capital of the Company.

Extraordinary Meetings.

24. Extraordinary Meetings of the Company may be called on the Requisition of any Seven Shareholders holding in the aggregate not less than One thousand Pounds of the Capital of the Company, or on the Requisition of any Five Directors.

Votes of Shareholders.

25. At all Meetings of the Company every Shareholder shall have One Vote for One Share, Two Votes for Three Shares, Three Votes for Five Shares, Four Votes for Eight Shares, Five Votes for Twelve Shares,

Shares, and Six Votes for Twenty Shares or upwards held by him: Provided, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the Shares held by him.

Number and Qualification of Directors.

26. The Number of Directors shall be Nine, and the Qualification of a Director shall be the holding in his own Right of not less than Four Shares in the Capital of the Company.

Power to reduce Number of Directors.

27. The Company may reduce the Number of Directors, provided that the reduced Number shall not be less than Six.

First Directors of the Company.

28. *James Morton*, *Hugh Cowan*, *David Highet*, *Andrew Paterson*, *John Gray*, *John Robertson*, *James Paton*, *James Templeton*, and *Cuthbert Cowan* shall be the First Directors of the Company under this Act.

Directors to continue in Office till First General Meeting.

29. The First Directors before named shall continue in Office as Directors of the Company until the First General Meeting of the Company to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue the said Directors, or any Number of them, in Office till the Third *Wednesday* of *June* in the Year Eighteen hundred and sixty-six, or may elect others to supply the Places of those not continued in Office, the Directors going out of Office being always re-eligible.

Rotation of Directors.

30. At the Ordinary General Meeting of the Company to be held on the Third *Wednesday* of *June* in the Year Eighteen hundred and sixty-six, and at the Ordinary General Meeting to be held on the Third *Wednesday* of *June* in every Year thereafter, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office under the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845;" and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said Companies Clauses Consolidation (*Scotland*) Act.

Quorum and Committees of Directors.

31. The Quorum of a Meeting of Directors shall be Three, and Committees appointed by the Directors shall consist of not less than Three nor more than Five Directors, and the Majority of each Committee shall be a Quorum.

Period for balancing Books.

32. The Books of the Company shall be brought to a Balance on the Twenty-sixth Day of *May* in each Year.

33. Adver-

Newspapers for Advertisements.

33. Advertisements relating to the Affairs of the Company shall be inserted in a Newspaper or Newspapers published in the Town of *Ayr*.

Limits of Act.

34. The Limits of this Act shall comprise and include the Burgh of *Ayr* within the Parliamentary Boundaries thereof as defined in the Act Second and Third *William* the Fourth, Chapter Sixty-five, intituled *An Act to amend the Representation of the People in* Scotland, and Places adjacent within Half a Mile on either Side of any of the Conduits or Main Pipes constructed or laid or to be constructed or laid by the Company.

Undertaking of the Company.

35. The Undertaking of the Company shall consist of and include the existing Reservoirs at *Low Grange* and *Carcluie*, and the existing Tank or Distributing Basin at *Barrhill*, and the Embankments, Weirs, Sluices, and other Works connected therewith, and the whole Cisterns, Filters, Conduits, Main Pipes, Distribution and Service Pipes, and other Works and Appurtenances constructed and laid or acquired by the *Ayr* Water Company under the Authority of the recited Act, and also the Conduits or Main Pipes and other Works by this Act authorized to be constructed and laid.

Power to construct Works according to deposited Plan, &c.

36. And whereas a Plan and Sections describing the Lines, Situation, and Levels of the Works to be constructed under the Authority of this Act, and the Lands, Mills, Dams, and other Property to be taken for the Purposes thereof, with a Book of Reference to the said Plan, have been deposited with the Principal Sheriff Clerk of the County of *Ayr*: It shall be lawful for the Company, subject to the Provisions and with the Powers contained in this Act and the Acts incorporated herewith, to enter upon, take, and use for the Purposes of their Undertaking the Lands, Mills, Dams, Streams, and Springs described on the said Plan and in the said Book of Reference, or such of them or such Parts thereof as they may deem necessary, and to make and maintain in the Lines and upon the Lands described on the said Plan, and according to the Levels defined on the said Sections, the Works herein-after described; (that is to say,)

First, a Conduit or Main Pipe commencing at a Point on the Stream called the *Milton Burn*, near the Farmsteading of *Milton*, and terminating by a Junction with the existing Conduit belonging to the Company below the said *Low Grange* Reservoir:

Second, a Conduit or Main Pipe commencing at the Tank or Distributing Basin at *Barrhill*, belonging to the Company, and terminating at or near the *Malt Cross* of *Ayr*:

Which Works will be situate in, or will pass from, through, or into, the Parish of *Maybole* and the united Parishes of *Ayr* and *Alloway* and

and the Royal Burgh of *Ayr*, all in the County of *Ayr*; and all necessary Embankments, Dams, Weirs, Sluices, Catch-water Drains, Culverts, Tunnels, Roads of Access, and other Works and Conveniences in connexion with the said intended Conduits and Works, and all Pipes, Drains, Cuts, and other Works necessary for taking and collecting the Springs, Streams, and Water arising in or flowing through the Lands of *East Brockloch* and *Milton*, and conveying the same into the said intended Conduits or some of them, and into the existing Reservoirs or Works of the Company, or some of them; and it shall also be lawful for the Company to lift and remove their existing Mains or Supply Pipes, and lay and maintain new Mains or Supply Pipes in lieu thereof and in addition thereto: Provided that it shall not be lawful for the Company to construct the Reservoir on the Lands and Farm of *East Brockloch* described on the said Plan, or to take any Part of the Lands described in the said Book of Reference as belonging to *James Dunlop*.

Power to collect, store, and supply Water.

37. It shall be lawful for the Company to impound, store, and convey, in the existing Reservoirs, Conduits, and other Works constructed under the Authority of the recited Act, the Water of the said Stream called the *Brockloch* or *Slateford* or *Grange Burn* to the same Extent as the *Ayr* Water Company were entitled immediately previous to the passing of this Act to impound, store, and convey the said Water; and, subject to the Provisions herein-after contained, it shall be lawful for the Company to impound, store, and convey in the intended Conduits and other Works to be constructed under the Authority of this Act, and in the said existing Reservoirs, Conduits, and other Works, the Water of the said Stream called the *Milton Burn*, and the Springs, Feeders, Tributaries, and Affluents thereof respectively, and also the Dam called the *Milton Dam* situate on the said *Milton Burn* and on the said Lands of *Milton*, and the Springs and Water flowing into the said Dam, and an additional Quantity of Water from the said *Brockloch* or *Slateford* or *Grange Burn*, and by means of the said existing Reservoirs, and the said existing or intended Conduits and other Works, to supply Water to the Burgh of *Ayr* and Places adjacent within the Limits of this Act.

Powers of Deviation.

38. It shall be lawful for the Company to make lateral Deviations from the Lines of the Works by this Act authorized to be constructed to the Extent marked on the said Plan, and to make vertical Deviations from the Levels of the said Works to any Extent not exceeding Five Feet.

Power to purchase Lands by Agreement.

39. In addition to the Lands authorized to be taken as herein-before provided, it shall be lawful for the Company to purchase Lands not exceeding in the whole Two Acres for the Purpose of making

making Depôts, Pipe Yards, and other Buildings and Conveniences in connexion with their Undertaking; and it shall be lawful for any Person to sell and convey Lands to the Company for such Purposes, and to contract in reference thereto; and any such Contracts, Sales, or Purchases already entered into by the Company shall be valid and effectual.

Powers for compulsory Purchases limited.

40. The compulsory Powers of taking Lands conferred by this Act shall not be exercised after the Expiration of Five Years from the passing of this Act.

Period for Completion of Works.

41. The Works by this Act authorized to be constructed shall be completed within Ten Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith conferred on the Company for executing such Works shall cease to be exercised, except as to so much thereof as shall then be completed.

How Water to be carried through Lands of Monkwood.

42. In passing through the Lands of *Monkwood* in the Parish of *Maybole*, belonging to *William Paterson*, the Company shall be bound to carry the Water by or through an Iron Pipe, which shall be of double Strength and capable of resisting double the Pressure to which the same may be subjected, from a Point near to the Plantation marked No. 99 on the Map or Plan referred to in the recited Act, in the Direction and by the East Front of the Offices of *Monkwood*, along the Road from the said Offices to near the River *Doon*, and from thence along the Water Side, and so as to cross the said River at the Point laid down on the said Plan opposite the Enclosure or Field marked No. 2 thereon; and the said Iron Pipe shall be so laid and carried and maintained at the Expense of the Company, and at the Sight and to the Satisfaction of the said *William Paterson*, his Heirs or Successors in the said Lands, or of any Person appointed by him or them for that Purpose; and in case of any Difference of Opinion as to any Matter relative to the laying, maintaining, or carrying the said Pipe, or as to the Strength of the said Pipe as aforesaid, the same shall be fixed and determined by the Sheriff of the County of *Ayr*, on summary Application of the Company or the said *William Paterson* or his foresaids, as the Case may be, and the said Sheriff is hereby empowered to make such Orders in the Premises as shall seem just and reasonable.

As to Supply of Water for Mansion House and Offices of Monkwood.

43. The Company shall and they are hereby required, at their own Costs and Charges, to lay or cause to be laid and maintained a Branch or Service Pipe from the Main Pipe of the Company to the Mansion House and Offices of *Monkwood*, belonging to the said *William Paterson*, with all proper Cocks, Stopcocks, and other Apparatus

Apparatus necessary for providing and securing a regular and sufficient Supply of Water for the Use of the Owners and Occupiers of the said Mansion House and Offices, not exceeding Four hundred Gallons in any One Day, nor more than Two thousand Gallons in any One Week, which Quantity as aforesaid shall be so provided and secured to the said Owners and Occupiers free of any Rent or Charge whatsoever, and the same may be taken or used by the said Owners or Occupiers in such Way or Manner as they think proper, subject to the Conditions herein contained; and in case of any Dispute as to the laying and maintaining of the said Service Pipe, or as to the Supply of Water to be furnished to the said Mansion House and Offices as aforesaid, the same shall be determined in a summary Manner by the Sheriff of the said County, who is hereby empowered to make such Orders in the Premises as shall seem just and necessary.

For preserving Supply of Water to the Farm of Laigh Saint Murrays.

44. In order to secure to the Farm of *Laigh Saint Murrays* in the Parish of *Maybole*, the Property of the Most Noble the Marquis of *Ailsa*, a sufficient Supply of Water for all domestic Purposes of the Tenants of the said Farm, and for the Use of the Cattle and other Animals thereon, it shall not be lawful for the Company to do or perform any Act or Operation which will have the Effect of diminishing the Quantity of Water at present flowing through the said Farm by the Course or Channel of the Burn known by the Name of the *Slateford Burn*, or to alter or cover in or in any way intermeddle with the Channel or Course of the said Burn so far as it flows within or bounds the said Farm of *Laigh Saint Murrays*, but the same shall continue in its present State, without Prejudice nevertheless to the said Marquis of *Ailsa*, his Successors and Tenants, at any Time to do what may be necessary for confining the said Burn within its present Embankment, for preventing Injury being done to the adjoining Land, and for repairing any Injury which may at any Time have taken place: Provided, that if any such Injury should arise through the Acts of the Company, the same shall be repaired at the Expense of the Company.

Further Protection to Farm of Laigh Saint Murrays.

45. In the event of the Company at any Time making a Reservoir in the Estate at *Brockloch*, or at any Point higher up the said Burn than where it enters the said Farm of *Laigh Saint Murrays*, for the Purpose of collecting and retaining the Water which at present flows into the *Slateford Burn* before it reaches the said Point, or executing any Work or performing any other Operation which shall in any way interfere with the Supply of Water which at present runs in the Course of the said Burn where it either flows in or forms the Boundary of the said Farm of *Laigh Saint Murrays*, then the Company shall be bound to allow a constant and regular Supply of Water to run in the said Burn; and the Company shall not make

any

any Footpaths in or interfere in any way with the said Farm of *Laigh Saint Murrays*.

Company to form a Reservoir for Supply of Water to the Farm of High Smithston.

46. And whereas by the Operations authorized by the recited Act the Company were to appropriate to their own Purposes the Water of the Springs in the Farm of *Brockloch* and *Laigh Grange* and other Farms adjoining, and which Springs then flowed into and formed the Burn commonly called the *Smithston Burn*, which afforded to the Lands of *High Smithston*, belonging to the said Marquis of *Ailsa*, not only a sufficient Supply of Water for all domestic Purposes and the Use of Cattle on the said Lands, but also to propel Machinery for thrashing the Grain and churning the Milk thereof, for which there is an adequate Fall, and it is just and necessary to secure to the said Marquis a Continuation of the Supply of Water sufficient for each and all of the said Purposes: The Company shall, within Six Months after Demand in Writing shall be made to them by the said Marquis or his Successors in the said Lands, at the Expense of the Company, construct and keep at all Times in good and sufficient Repair a Reservoir, to contain not less than One hundred and seventeen thousand Cubic Feet of Water, on such Part of the said Farm of *High Smithston* as the said Marquis or those appointed to act for him shall fix and determine, which Reservoir shall be the Property of the said Marquis and his Successors in the said Lands, and shall be filled with Water by the Company once in every Twenty-four Hours for the Use of the said Marquis and his Successors and the Tenants and Possessors of the said Farm of *High Smithston*, who shall be at liberty to take Water therefrom at Will for the following Purposes only, *videlicet*, for propelling Machinery for thrashing the Grain and churning the Milk of the said Farm, for the Use of the Cattle and Animals thereon, and for the other domestic Uses thereof; which Reservoir, with the Dykes, Sluices, and other Pertinents, shall be executed and kept in repair at the Sight and to the Satisfaction of such Persons of Skill as the said Marquis shall name and appoint; and the Company shall pay such Price for the Ground to be occupied by such Reservoir and Enclosure as shall be fixed and determined by Two Arbiters mutually chosen, who shall have Power to name an Umpire; and the Company shall not make any Footpaths to or from such Reservoir, nor exercise any Right of Ownership over the said Farm of *High Smithston*, or any Part or Portion thereof, or such Reservoir or the Water therein: Provided always, that in the event of a Thrashing Mill being erected on the said Farm, the Wheel of such Mill shall be made in such Manner that Advantage shall be taken of all the Fall on the said Burn according to the Direction and Judgment of the Engineer of the said Marquis of *Ailsa*, who shall fix the Site of the said Mill at some Point which shall not be farther

down

down the said Burn than One hundred Yards from the present Burn on the said Lands of *High Smithston*: Provided also, that the Company shall repay to the said Marquis all reasonable Charges in the Employment of an Engineer or Surveyor, or otherwise, to which he may have been put by the Company in relation to the said *Low Grange* Reservoir, and also all reasonable Costs and Charges to which the said Marquis or his Successors may be put through the Refusal or Neglect of the Company to fulfil the Obligations hereby imposed on the Company in favour of the said Marquis, of which Costs and Charges the Sheriff of the said County or his Substitute shall be the sole Judge in case of Dispute.

For the Protection and Compensation of Proprietors on the River Doon.

47. Whereas *James Baird* of *Cambusdoon* and *Mid-Auchendrane*, *Elias Cathcart* of *Auchendrane*, and *James Dunlop* of *Doonside* are Proprietors of Lands, Mills, and Fishings on and in the River *Doon*, into which the Waters proposed to be taken under the Authority of this Act now flow, and it is expedient and has been agreed that the Company should not intercept any Water from flowing into the said River, in addition to what the *Ayr* Water Company are at present entitled to take under the Powers of the recited Act, until Provision be made for securing and maintaining a regular Flow of Water in the said River in manner after mentioned: Therefore, notwithstanding the Powers conferred by this Act, it shall not be lawful for the Company to impound, store, or take from the *Brockloch* or *Slateford* or *Grange Burn*, or from the *Milton Burn*, or from their respective Feeders, Springs, Tributaries, or Affluents, or from the *Milton Dam*, or the Springs or Water flowing into the same, any Water additional to or in excess of the Water which the *Ayr* Water Company were immediately previous to the passing of this Act entitled to take under the Powers of the recited Act, unless and until such Works shall have been executed at *Loch Doon* in the County of *Ayr*, with the Consent of and by Agreement in Writing with the Owners of the Lands adjoining the said Loch, as may be necessary for raising the Level of the Water in the said Loch to such Extent as will provide an available Storage of One thousand and eighty millions of Cubic Feet of Water, or such less Quantity as may be agreed to by the said *James Baird*, *Elias Cathcart*, and *James Dunlop*, or their respective Heirs or Successors, Proprietors of the said Estates of *Cambusdoon* and *Mid-Auchendrane*, *Auchendrane*, and *Doonside*, for the Time being, by Writing under their Hands, and unless and until Provision be made in the said Agreement for regulating the Flow of Water from the said Loch into the River *Doon* to such Extent and in such Manner as shall be satisfactory to the said *James Baird*, *Elias Cathcart*, and *James Dunlop*, or their respective Heirs or Successors, Proprietors of the said Estates for the Time being, and the Owners of the Lands adjoining the said Loch.

Provision as to Works at Loch Doon.

48. The Agreement to be made by and between the Company of the First Part, the Owners of the Lands adjoining *Loch Doon* of the Second Part, and the said *James Baird*, *Elias Cathcart*, and *James Dunlop*, or their respective Heirs or Successors, Proprietors of the said Estates, of the Third Part, shall contain a Provision that the Works to be executed at the said Loch shall not thereafter be altered so as to reduce the available Storage of Water to be agreed on as before provided; and on the Completion of the said Works the Provisions of "The Waterworks Clauses Act, 1863," shall be and are hereby made applicable to the said Loch, in the same Manner and to the same Effect as if the said Loch were a Reservoir constructed under the Authority of this Act.

Execution of Works at Loch Doon and Regulation of Flow of Water.

49. The Works at the said Loch shall be executed at the Sight and to the Satisfaction of *James Leslie*, Civil Engineer, *Edinburgh*, whom failing, of an Engineer to be chosen by the Owners of the Lands adjoining *Loch Doon*, and the Company and the said *James Baird*, *Elias Cathcart*, and *James Dunlop*, or the Proprietors of the said Estates for the Time being; and on the Completion of the said Works, and on a Certificate to that Effect being granted under the Hand of the said *James Leslie*, whom failing, of the Engineer to be chosen as aforesaid, and on the said Agreement and Certificate being recorded in the Sheriff Court Books of the County of *Ayr*, the Company shall be entitled to exercise all the Powers conferred by this Act of impounding, storing, and taking Water in addition to and in excess of the Water which the *Ayr* Water Company were authorized to take under the Powers of the recited Act.

Power to place Pipes in Passages and common Stairs.

50. It shall be lawful for the Company, or any Person acting by and under their Authority, to lay Pipes in all Roads, Ways, or Passages, private or common, on Payment of the Amount of Damage (if any) which shall be fixed by the Sheriff of the County of *Ayr*, or his Substitute at *Ayr*, on the Application of any Person having Interest in such Roads, Ways, or Passages, and also to place and maintain in common Stairs, and on the Outside of the Back Walls of any Tenement or Building, such Pipes as may be necessary for supplying with Water the Occupiers of the upper Floors in such Tenement, such Pipes being carried up in the Place most convenient for that Purpose, and so as to cause as little Inconvenience as possible; and in case of any Difference arising between the Company and any Proprietor or Occupier of such Tenement, the Place most convenient for the Purpose aforesaid shall be fixed and determined as follows; *videlicet*, if such Tenement is within the Burgh of *Ayr*, by the Master of Works of the said Burgh, or such other Person as may be appointed by the Town Council of the said Burgh for superintending the Public Works thereof; if such Tenement is within the

Burgh

Burgh of *Newton*, by the Magistrates thereof; and if such Tenement is in any other Suburb or Place within the Limits of this Act, by the said Sheriff or Sheriff Substitute; and the Determination of such Master of Works or other Person so appointed, Magistrates, Sheriff, or Sheriff Substitute, shall be final, and shall not be subject to Appeal or Review in any way or by any Process whatsoever.

Supply of Water for domestic Purposes.

51. The Company shall, at the Request of the Owner or Occupier of any Dwelling House or Part of a Dwelling House in any Street within the Limits of this Act in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Purposes at a Height not exceeding Forty Feet above the Level of the Street at the *Malt Cross* of *Ayr*, and the Company may charge and receive for and in respect of such Supply of Water any Rates not exceeding the annual Rates herein-after specified; (that is to say,)

Where the yearly Rent or yearly Value of such Dwelling House is under Five Pounds, the annual Rate of Eight Shillings:

Where such yearly Rent or Value amounts to Five Pounds and is under Ten Pounds, the annual Rate of Fifteen Shillings:

Where such yearly Rent or Value amounts to Ten Pounds and is under Fifteen Pounds, the annual Rate of One Pound Five Shillings:

Where such yearly Rent or Value amounts to Fifteen Pounds and is under Twenty Pounds, the annual Rate of One Pound Twelve Shillings:

Where such yearly Rent or Value amounts to Twenty Pounds and is under Thirty Pounds, the annual Rate of Two Pounds Five Shillings:

Where such yearly Rent or Value amounts to Thirty Pounds and is under Forty Pounds, the annual Rate of Three Pounds:

Where such yearly Rent or Value amounts to Forty Pounds and is under Sixty Pounds, the annual Rate of Four Pounds:

Where such yearly Rent or Value amounts to Sixty Pounds and is under Eighty Pounds, the annual Rate of Four Pounds Ten Shillings:

Where such yearly Rent or Value amounts to Eighty Pounds and is under One hundred Pounds, the annual Rate of Five Pounds Ten Shillings:

And where such yearly Rent or Value amounts to or exceeds One hundred Pounds, the annual Rate of Six Pounds.

Rates for Baths.

52. The Company may charge and receive for the Supply of Water to any Bath in any Dwelling House, or Part of a Dwelling House, any Sum not exceeding Eight Shillings *per Annum*, in addition

addition to the Rate chargeable for the Supply of Water for domestic Purposes.

Water for Purposes other than domestic may be supplied by Agreement.

53. After the Company shall have supplied Water for domestic Purposes to all Persons for the Time being entitled to and requiring such Supply as herein-before provided, the Company may supply Water to any Person or Company desiring such Supply for trading or manufacturing Purposes, or for brewing for Sale, or distilling, or any other Purpose not domestic, at such Rates and upon such Terms and Conditions as shall be agreed upon between the Company and such Person or Company.

Water may be supplied to Shipping.

54. It shall be lawful for the Company to supply Water to Ships or Vessels in the Harbour of *Ayr*, and to maintain the Pipes, Wells, and Fountains laid or erected on the Quays of the said Harbour for the Purpose of furnishing such Supply of Water, and to lay and erect additional Pipes, Wells, and Fountains in convenient Stations along the said Quays, at the Sight and subject to the Approval of the Trustees of the Harbour of *Ayr* for the Time being, or such Persons as they may appoint, and to charge such Rates for the Water supplied to such Ships or Vessels as the Company shall from Time to Time think just and reasonable, but in no Case exceeding Two Shillings for each Ton of Water so supplied, and to make such Rules and Regulations for the Supply of Water to such Ships or Vessels as the Company shall think proper, and to impose Penalties for the Non-observance thereof, not exceeding Five Pounds for each Offence; but it shall not be lawful for the Company, under such Rules and Regulations or otherwise, to compel Persons requiring Water for Ships or Vessels to take such Water from the Wells, Fountains, or Pipes provided or to be provided by the Company.

Contingent Fund to be set aside and accumulated.

55. The Directors shall, out of the Profits of the Company for each Year, set aside such Sum as they think fit, and shall accumulate the Sums so set aside until the same, including the present contingent Fund of the *Ayr* Water Company, shall amount to Three thousand Pounds, as a Fund to meet Contingencies, and to defray the Expense of enlarging, renewing, repairing, or improving the Works and Property connected with the Undertaking of the Company, or any Part thereof.

Expenses of Act.

56. The Costs and Charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the Company.

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