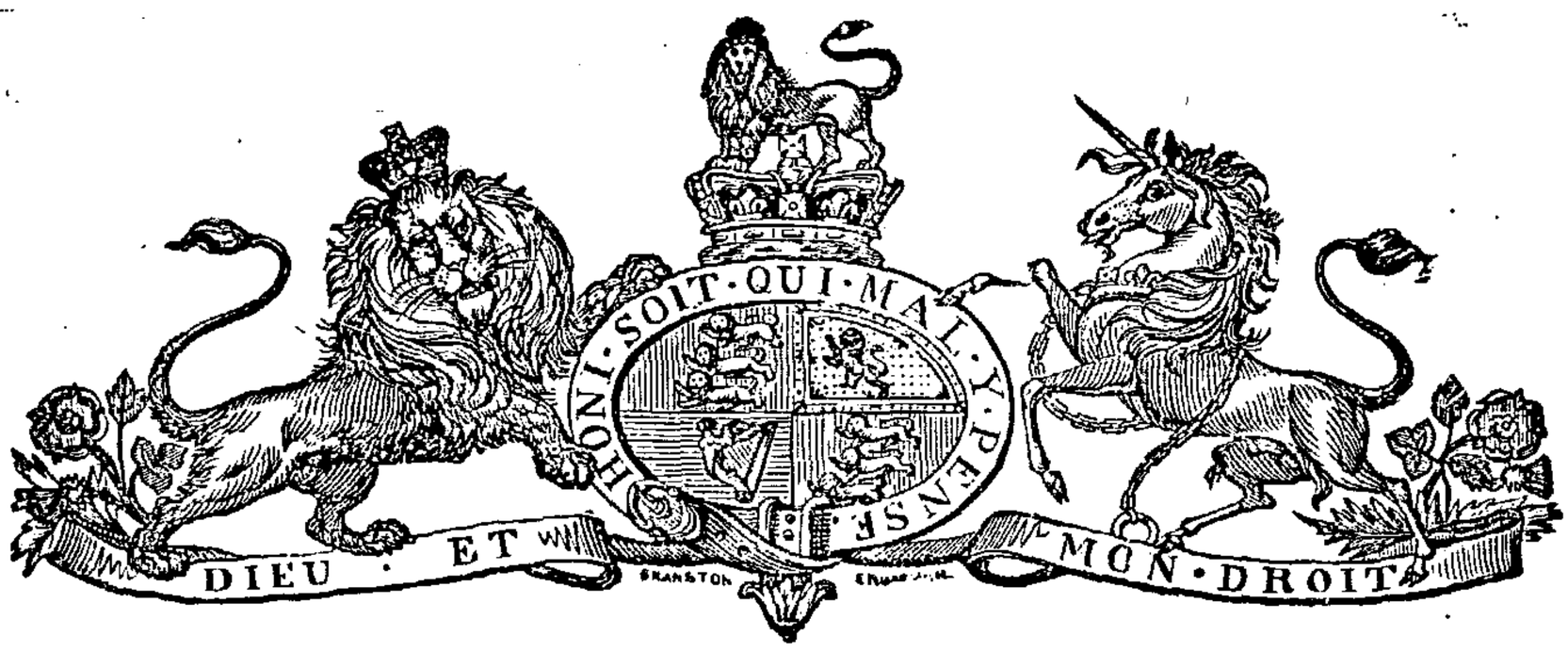


ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

***

Moveables included, that should belong to him at the Time of his Death, but always in trust and for the Ends and Purposes therein mentioned: And whereas the said Earl by the said Deed, and for the Purpose of carrying the same into execution, granted full Power to the said Trustees, first, to uplift and discharge the whole Moveable Means and Estate belonging to him not otherwise thereby disposed of; secondly, to sell the whole unentailed Parts of the Estate of *Coilsfield* and Parts of the Estate of *Park* thereby disponed; thirdly, to grant long Leases or feu Rights of certain Parts of the said Lands; fourthly, to enter and receive Vassals and to grant Presentations to Churches; fifthly, to output and input Tenants and grant Leases; sixthly, to uplift and receive the Rents of the Lands thereby disponed, and for that Purpose to appoint Factors, and to give such Salaries to the said Factors and such Gratifications to any Cashiers or Agents to be appointed by them (for doing which full Power is thereby given) as the said Trustees should think proper, and to settle and fit Accounts with the said Factors, Cashiers, and Agents, and upon Payment of what should be found due to exoner and discharge them of their respective Intromissions, and within Six Months after such Settlement of Accounts with the Factors and Cashiers the said Trustees are thereby directed to make up a general State of their Intromissions with the Trust, and to lay the same, with the Accounts of the Factors and Cashiers, before an Accountant of Character in *Edinburgh* for Examination, declaring thereby that if such Accounts are approven of by the said Accountant, that such Approbation shall operate as a full Exoneration to the said Trustees for their whole Management during the Currency of the said Account; seventhly, to submit to Arbitration any Questions which might arise in the Execution of the Trust, and to raise Actions if necessary; eighthly, in case of the Death or Non-acceptance of any of the said Trustees, and during the Continuance of the Trust, upon the Death of any of their Number, the said Earl by the said Deed directs the Survivors to assume a new Trustee or Trustees in the room of the Deceaser or Person not accepting, so that the Number of the Trustees might always be Five; and further with Power to borrow such Sums as might be necessary for the Purposes of the Trust on the Security of the said Lands and Estate: And whereas the Purposes of the Trust are declared to be, first, to pay out of the Produce of his Moveable Estate and out of the Rents of the Lands and Estate thereby conveyed, and the Price of such Parts thereof as they were authorized to sell, all the lawful Debts which were due by him on open Account at the Time of his Death; secondly, to pay the Interest of the Debts due by him by Bond or Bill at the Time of his Death until the Trustees should be enabled to pay off the Principal Sums as therein directed; thirdly, to pay to the Countess of *Eglinton*, in case of her surviving him, the

Annuity

Annuity and other Provisions and Bequests therein mentioned, but which lapsed in consequence of her Pre-decease; fourthly, to pay to Lady *Jane Montgomerie*, his Daughter, during the Life of the Countess her Mother, an Annuity of Five hundred Pounds, and an additional Annuity of Two hundred Pounds in case she should survive her said Mother, and in case of the Marriage of his said Daughter to pay or grant a Security to her over the said Estates for Six thousand Pounds, in which Event the said Annuities were to cease; fifthly, to pay all such Annuities, Gifts, Legacies, and Provisions as the said Earl might leave; sixthly, to keep in order and repair *Eglinton* Castle, with Offices and the Gardens, Policy, and Plantation; seventhly, to keep the House at *Eaglesham* in order and repair, and the said Earl directs his Trustees to give up the House of *Eglinton* Castle and *Eaglesham* to any Heir of Entail of the Earl's Body entitled to succeed on his attaining the Age of Twenty-one Years, when the Obligation to keep up these Houses is to cease; eighthly, the said Earl directs his Trustees to lay out Four thousand Pounds annually for completing the Harbour at *Ardrossan* according to the Plans which he had approved of, and was then carrying on; ninthly, the said Earl thereby gave full discretionary Powers to the said Trustees to subscribe such further Sums as might be found necessary and as they might think expedient towards completing the Canal from *Glasgow*; and the Deed contains further Provisions for providing an Annuity to any Heir of Entail attaining the Age of Twenty-one Years, and succeeding to his Lands and Estate in virtue of the Nomination and Deed of Tailzie therein mentioned, with Power also, in case of his Marriage, to charge the said Estates with a Jointure to his Wife by way of Locality as therein mentioned; and the said Earl further directs the Trustees to apply the Residue and Remainder of the Rents and Produce of his Lands and Estate in Payment and Extinction of the Principal Sums contained in Bonds, Bills, or other Securities due by him or his Predecessors which could in any manner affect his said Lands and Estates; and lastly, the said Earl thereby obliges the Trustees who should be acting when the whole Debts resting owing by him are satisfied and paid, excepting such Annuities as may be then existing, to divest themselves of the whole Lands and Estate therein contained, excepting such Parts thereof as might be sold in virtue of the Powers thereby given, and to dispone, convey, and make over the same in favour of the Heirs Male of his the said Earl's Body and the other Members and Heirs of Taillie agreeably and conform to the Course and Order of Succession contained in a Deed of Nomination and Taillie therein referred to on the Terms and Conditions therein expressed, the acting Trustees on denuding being always relieved of all their Engagements and Transactions had by them in the Execution of the Trust, and fully and amply discharged

charged of the same and all Consequences thereof; and the said Earl thereby appoints the said Trustees to be his Executors; and the said Deed contains various other Powers and Directions to the said Trustees, in case of the Minority of the Heir entitled to Possession, as to his Maintenance and Education: And whereas by a Codicil to the said Deed, dated the Twenty-seventh Day of *July* One thousand eight hundred and nineteen, and registered as aforesaid, the said Earl, after excluding from all Benefit under the said Deeds any Person directly or indirectly instituting any Challenge of the same, thereby further authorizes and empowers his said Trustees to prosecute and follow out the Plans and Undertakings in which he had been engaged in regard to the Harbour of *Ardrossan* and the Canal between *Ardrossan* and *Glasgow*, together with the projected Railway from *Sourlie* to *Ardrossan*, in such a way as should appear to them most judicious and advantageous in the existing Situation of the Trust Affairs, and to advance and disburse from the Trust Estate such Sums of Money as should from Time to Time appear to them necessary and expedient in carrying on the said Operations: And whereas by another Codicil, dated the Twenty-second Day of *January* One thousand eight hundred and seventeen, and registered as aforesaid, the said Earl, upon the Narrative of the Death of the Countess of *Eglinton*, directed his Trustees to pay an Annuity of Three hundred Pounds to his Daughter Lady *Jane Montgomerie*, over and above the other Provisions formerly made for her: And whereas by another Codicil, dated the First Day of *July* One thousand eight hundred and nineteen, and registered as aforesaid, the said Earl authorized his Trustees to settle an Annuity of Three hundred Pounds *per Annum*, or what Proportion of that Sum they might think proper, upon Mr. *John Kerr*, the Tutor of his Lordship's Grandson, which Annuity the said Trustees in the Exercise of the Discretion confided to them fixed at the Rate of One hundred Pounds *per Annum*: And whereas the said Earl by Deed of Nomination and Taillie executed of the same Date with the Trust Disposition and Settlement before recited and therein referred to, and registered in the Books of Council and Session at *Edinburgh* the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen, upon the Narrative that he had executed the said Trust Disposition and Settlement, and for the Purposes therein specified, and that the Trustees thereby appointed or to be assumed as therein authorized should be holden bound and obliged to divest themselves of his whole Estates which should remain undisposed of, and to convey and make over the same in favour of the Heirs of Taillie mentioned in the said Nomination and Deed of Taillie made by him relative to the said Trust Deed in the Order and under the Conditions, Provisions, and Limitations therein contained, did,

Codicil to the said Trust Disposition and Settlement, dated 27th July, 1819.

Another Codicil, dated 22nd January, 1817.

Another Codicil.

Deed of Nomination and Taillie by the said Earl.

did, by the said Deed of Nomination, thereby nominate, constitute, and appoint the Heirs Male of his own Body; whom failing, the Heirs Male of the Body of the deceased *Alexander Montgomerie* of *Annick Lodge*, his Brother; whom failing, *Archibald Montgomerie*, late of the Civil Service of the *East India Company*, and the Heirs Male of his Body; whom failing, Major General *James Montgomerie* his youngest Brother, and the Heirs Male of his Body; whom failing, such Person and Persons as should from Time to Time be entitled to succeed and establish their Right to the Title, Honours, and Peerage of the Earldom of *Eglinton*, and their Heirs in the said Title, Honours, and Peerage; whom failing, to such Person and Persons as may be entitled to succeed and establish their Right to be Barons and Lords *Montgomerie*, an Honour, Title, and Peerage existing in the Family prior to the Creation of the Title and Honour of Earl of *Eglinton*, and their Heirs in the said Honours, Title, and Peerage; whom failing, to the Heirs whatsoever of the Body of the Heir who shall have died last vest and seised in the said Estate leaving Heirs whatsoever of his Body, the eldest Heir Female always succeeding without Division throughout the whole Course of Succession, and excluding Heirs Portioners; whom all failing, to his own nearest Heirs and Assignees whatsoever as the Course and Succession according to which the said Trustees were, on the Fulfilment of the Trusts reposed in them, to denude of his said Lands and Estates, but always with and under the Reservations, Conditions, Burdens, Provisions, Prohibitions, Limitations, and Clauses irritant and resolutive therein contained, being such as by the Law of *Scotland* constitute and form a strict Entail, and the said Deed of Nomination and Taillie contains also a Power to burden the said Lands and Estate with Provisions to younger Children not exceeding Two Years free Rent thereof, and a Power also to Wives and Husbands not having at the same Time a Right to the Lands entailed by the deceased *Alexander* Earl of *Eglinton*, by Disposition and Deed of Taillie of Date the Second Day of *June* One thousand seven hundred and twenty-five, and the Fourteenth Day of *February* One thousand seven hundred and twenty-nine, and registered in the Register of Taillies the Twenty-first Day of *February* One thousand seven hundred and thirty-three, to provide their Wives or Husbands, or the Wives of their apparent Heirs, in a Life-rent Locality, not exceeding One Sixth Part of the Rent of the said Estate under the Restrictions and Conditions mentioned in the said Deed of Nomination and Taillie: And whereas the said Earl by several Codicils other than those recited made and left certain pecuniary Legacies and Provisions and Annuities which it is unnecessary to recite, inasmuch as the same have lapsed by the Death of the Parties in whose Favours they were conceived, or otherwise; and he also by several Codicils altered from

from Time to Time the Nomination and Appointment of his Trustees; but on the Death of the said Earl on or about the Fourteenth Day of *December* One thousand eight hundred and nineteen, *Richard Alexander Oswald* Esquire, of *Auchencruive*, Sir *David Hunter Blair* Baronet, *Alexander West Hamilton* Esquire, Lieutenant General *James Montgomerie*, *David Cathcart* Lord *Alloway*, one of the Senators of the College of Justice, and *George Russell* Esquire, Writer to the Signet, were the Persons ultimately nominated Trustees by him, and did upon the Twenty-fifth Day of the said Month of *December* accept of the Office of Trustees, and undertake the Management of the said Trust Estates, and the said Trustees were thereafter duly infeft and seised in the said Lands and Estates: And whereas the said Trustees did, in execution of the Powers conferred upon them by the said Trust Deed, at various Times assume certain other Persons to be Trustees along with them for the Execution of the Trust Purposes; and of the Trustees original and assumed Sir *David Hunter Blair* Baronet, and Colonel the Honourable *Frederick Macadam Cathcart* of *Craigengillan* only are now surviving and acting: And whereas the said deceased Earl of *Eglinton*, notwithstanding the Execution of the said Trust Deed and Settlement and Codicils, and the said Deed of Nomination and Taillie, which were undelivered and revocable Deeds, continued until the Period of his Death the unlimited and uncontrolled Fee Simple Proprietor of the said Lands and Estate, and exercised his Rights as such after the Execution of the said Deeds, and not only sold a large Part of the said Lands and Estates intended to have been by the said Trust Deed and Settlement conveyed to his Trustees, but after the Execution of the said Deeds he considerably increased the Debts which were principally heritably secured upon the said Estates: And whereas by an Act passed in the Fourth and Fifth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to enable the Trustees of* Hugh Montgomerie *of* Skelmorlie, *Earl of* Eglinton, *deceased, to sell a Part of the Trust Estates in order to extinguish the Debts left by the said Earl which affect or may be made to affect the said Estates*, the said Trustees were authorized to sell and dispose of the Lands and Estate of *Eaglesham*, for the Purpose of paying and extinguishing the Debts and Obligations of the said deceased Earl of *Eglinton* affecting or that might be made to affect the Lands and Estates of the said Earl on the Terms and Conditions therein mentioned; and the said Trustees were thereby directed to denude and divest themselves of all and sundry the Lordships, Baronies, Earldom, and whole other heritable Subjects and Estate of every Description, other than and except the Lands authorized and directed by the said Earl to be sold, and the said Lands which the said Trustees are thereby authorized and directed to

4 & 5 W. 4. c. 21.

sell,

sell, and to dispone and convey the same in favour of *Archibald William* Earl of *Eglinton* and the other Heirs of Entail enumerated in the said Deed of Nomination and Taillie in the Terms mentioned in the said Act; and it was thereby provided, that any Surplus of the Price of the said Estate of *Eaglesham*, after carrying the Purposes of the said Act into execution, should be laid out and employed in the Purchase of other Lands and Heritages to be pointed out by the said Earl, and approved by the said Trustees, and that the said Trustees should, at the Sight of the Court of Session, dispone and convey the Lands and Heritages so to be purchased to the Series of Heirs contained in the said Trust Disposition and Settlement and Deed of Nomination and Taillie under all the Burdens and Restrictions therein specified; and farther, that, as soon as the said Trustees had fulfilled the Purposes of the said Act, it should be competent for them to apply by summary Petition to the said Court of Session for a Discharge and Exoneration of their Transactions and Management during the Existence of the said Trust, and which Discharge the said Court was thereby authorized to give in manner therein mentioned: And whereas the said Trustees, in virtue of the Powers contained in the said last-recited Act, sold the said Estate of *Eaglesham* at the Price of Two hundred and seventeen thousand Pounds Sterling, to *Allan Gilmour* Esquire, of *Fingalton*, and thereafter paid off the Debts affecting the said Trust Estates or which might be made to affect the same as specified in Schedule (B.) annexed to the said Act, together with the legal Interest accruing thereon, and the necessary Charges of obtaining the same, and of the Proceedings following thereon: And whereas the said Trustees thereafter conveyed and made over to and in favour of the said *Archibald William* Earl of *Eglinton* and the Heirs of Entail appointed to succeed to him by the said Deed of Nomination and Taillie executed by the said deceased Earl of *Eglinton* the whole remaining Lands, Lordships, Baronies, and Earldom, and whole other heritable Subjects and Estate of every Description vested in their Persons (save and except the Harbour of *Ardrossan*, which they reserved under their own Charge, together with the Surplus of the Price of the said Estate of *Eaglesham*), but that always with and under the Reservations, Conditions, Burdens, Provisions, Prohibitions, Limitations, Clauses irritant and resolutive, contained in the said Deed of Nomination and Taillie, and also with and under the Burden of the testamentary Annuities left by the said deceased Earl then payable, conform to Disposition and Deed of Taillie dated the Fourteenth, Twenty-first, and Twenty-eighth Days of *March*, and Thirteenth Day of *April*, and Twelfth Day of *May*, all in the Year One thousand eight hundred and thirty-six, and which is recorded in the Register of Taillies the Thirty-first Day of *May*, and in the Books of Council and

and Session the Twentieth Day of *June*, in the Year One thousand eight hundred and thirty-six, upon which Deed the said *Archibald William* Earl of *Eglinton* was duly infeft and seised in the said several Lands and Estates; and his Title thereto has since been completed by various Charters from the Crown, or Subject-Superiors of the said several Lands, all in Terms of the said Act: And whereas the Accounts of the Intromissions of the Factors and Cashiers employed by the said Trustees had been examined and audited to the Thirty-first of *December* One thousand eight hundred and thirty-three in Terms of the Directions in the said Trust Deed: And whereas the said *Archibald William* Earl of *Eglinton*, by Discharge and Obligation dated the Second Day of *February* One thousand eight hundred and thirty-six, and recorded in the Books of Council and Session the Fourteenth Day of *March*, thereafter acquitted and discharged the whole of the said Trustees and their Heirs, and the Heirs and Representatives of the deceased Trustees, and their Commissioners, Factors, Cashiers, and Agents, of their whole Actings, Management, and Intromissions in respect of the said Trust Estate preceding the First Day of *October* One thousand eight hundred and thirty-three, to which Period the Accounts had been then examined, and obliged himself and the Heirs of Entail to free and relieve the Trustees of all Engagements come under by them in the Execution of the Trust; and the said Earl also granted a Bond and Obligation, dated the Second Day of *February* and recorded in the Books of Council and Session the Fourteenth Day of *March* One thousand eight hundred and thirty-six, by which he bound and obliged himself and the whole Heirs of Entail succeeding to him in the said Lands and Estates to make Payment of the Annuities constituted by the said Trust Deed then existing and during the Existence of the same: And whereas the said Trustees have from Time to Time purchased, with the Consent of the said *Archibald William* Earl of *Eglinton*, several Farms lying adjacent to the Remainder of the said Estate, *videlicet*, the Farm of *Woodside* in the Parish of *Irvine*, and the Farm of *Minnoch* and *Gill* in the Parish of *Dalry*, and there was on the Fifteenth Day of *April* One thousand eight hundred and fifty-three a Surplus of the Price of the said Estate of *Eaglesham*, exclusive of the Lands so purchased, amounting to Ten thousand three hundred and thirty Pounds Seventeen Shillings and Sevenpence, lying in the *British* Linen Company's Bank, to be applied in Terms of the said Act, which Sum, with Interest to Fifteenth *April* One thousand eight hundred and fifty-four, amounting to Ten thousand five hundred and sixty-five Pounds Four Shillings and Twopence, is still lying in the said Bank; and the said Trustees have also continued in the Possession and Management of the said Harbour of *Ardrossan* down to the Year One thousand eight hundred

Discharge of the Trustees by the present Earl, dated 2d. Feb. 1836.

and

and fifty-two, when the same was vested in the said *Archibald William* Earl of *Eglinton* in manner after mentioned: And whereas the said Trustees have caused the Accounts of the Intromissions of the Factors and Cashiers employed by them since the Year One thousand eight hundred and thirty-three to be annually examined and audited and reported upon by the Accountants to whom they were submitted, down to the Eighth Day of *February* One thousand eight hundred and fifty-three, in Terms of the said Trust Deed, at which Date, including a certain Sum alleged to be due by the Duke of *Portland* for Arrears of Teind Duties, but which has not been admitted, the free Balance of the Trust Funds amounted to the Sum of Ten thousand four hundred and forty-six Pounds Ten Shillings and Sixpence: And 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, whereby a Company was incorporated for executing the Purposes of the said recited Act, who were also authorized to raise a Capital Stock not exceeding in the whole the Sum of Forty thousand Pounds for the Purposes of the Undertaking, in Shares of Fifty Pounds each, with Power also to raise a further Sum of Ten thousand Pounds, either by Contribution among themselves or by borrowing onthe Credit of the Undertaking and Security of the Rates and Duties thereof: And whereas the Sum of Fifteen thousand two hundred Pounds was subscribed towards said Undertaking in Three hundred and four Shares of Fifty Pounds each, whereof Nine Shares were never paid up, and a Contribution of Twenty Pounds *per Centum* was made by certain of the Shareholders to the Extent of One thousand seven hundred and ninety-five Pounds, whereby the Capital Stock of the Company consisted of Two hundred and ninety-five Shares of Fifty Pounds each, of which One hundred and ninety-five were held by other Parties and the rest by the said deceased Earl: And whereas an 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*, whereby the said Harbour, Docks, and other Works were vested in the said Trustees of the said deceased Earl of *Eglinton*, but subject to the Payment to the other Shareholders in the said Harbour of the Value of the Shares held by them therein as the same should be ascertained and fixed in manner therein mentioned, and the said Trustees were empowered to convey and make over the same to the Heir of Entail in Possession for the Time of the Estates of *Eglinton* and *Ardrossan* and others, and the Heirs Substitute entitled to succeed to him therein in manner mentioned in the said Act: And whereas the said Trustees were thereby specially authorized

45 Geo. 3. c. 30.

5 Vict. Sess. 2. c. 62.

and empowered to contribute and advance, at such Times as they should think fit, towards the Improvement and Completion of the said Harbour at *Ardrossan* and other Works therewith connected, and towards the Payment to be made to the Shareholders as therein provided, any Sum not exceeding Fifty thousand Pounds, or such farther Sum as they were or might be deemed entitled to contribute and advance out of the Trust Funds of the said deceased Earl of *Eglinton* in Terms of the Trust Deed and Codicils executed by him, and it was provided that it should be lawful to the said Trustees to contribute and advance the said Sum of Fifty thousand Pounds, or any further Sum it should be competent to them to contribute and advance, out of any Monies, Lands, or Estates then in their Hands, or to come to them as Trustees foresaid, or to raise the same by borrowing as authorized by the said Trust Deed or Codicils: And whereas it was by the said last-recited Act provided that the Sum of Ten thousand and five Pounds contributed or paid by the individual Proprietors of the said Company other than the said deceased Earl of *Eglinton* or his Trustees, and then constituting a Part of the Capital Stock of the said Company, should, according to the just and true Value of such Stock, be and the same was thereby declared to be so much Debt due upon the Credit of the said Harbour and other Works, and the Rates and Duties leviable thereat, or in respect thereof: And whereas it was further thereby provided that the several Sums of Money advanced by the said deceased Earl of *Eglinton* and by his Trustees, and applied towards the making and Preservation of the said Harbour and other Works, amounting in all to the Sum of Eighty thousand five hundred Pounds, together with the lawful Interest of Ten thousand Pounds thereof, being the Sum authorized to be borrowed at Interest by the said second-recited Act, and which was lent by the said deceased Earl of *Eglinton*, and which Interest, from the Date of the Advance, amounted on the First Day of *January* One thousand eight hundred and forty-one to Twelve thousand Pounds, should be ranked and held to be so much Capital Stock of the said Company, and should be divided accordingly into One thousand eight hundred and fifty Shares of the said Undertaking, which should, together with the One hundred and twenty original Shares corresponding to the Sum of Six thousand Pounds subscribed for by the said deceased Earl of *Eglinton*, and such other Shares as the Trustees had already acquired from other Shareholders, or should thereafter acquire in virtue of the Powers therein contained, be held by the said Trustees for the Purposes of the said Trust: And whereas by the said last-recited Act the said Trustees or Company, or Heir of Entail in possession of the Lands and Estate of *Eglinton* and *Ardrossan*, and others for the Time being (as the Case might be), were authorized from Time to Time to borrow and take

take up at Interest, on the Credit and Security of the said Harbour and other Works, and the Rates and Duties granted by the said Two last-recited Acts, any further Sum of Money not exceeding One Third Part of the then existing Capital Stock of the said Undertaking in the Manner and for the Purposes therein set forth: And whereas the said Trustees borrowed the Sum of Fifteen thousand Pounds from *Archibald William*, now Earl of *Eglinton*, and granted a Bond and Disposition in Security in his Favour, which is dated the Sixth and Seventeenth Days of *February* One thousand eight hundred and forty-six, over the said Harbour and other Works, and the Rates and Duties thereof, which proceeds upon the Narrative of the Clauses of the Two last-recited Acts, and states that after the passing of the last-recited Act the Trustees had not, in the Circumstances in which the general Trust Affairs under their Management stood, deemed it advisable to proceed in making any further Expenditure in permanent Works at the said Harbour, that they were desirous to meet the strongly expressed Wishes of the said *Archibald William* Earl of *Eglinton*, with reference to the Improvements proposed to be executed upon the Harbour, and that they had received a Report or Opinion from Sir *John M'Neil*, Civil Engineer, as proposed by the said *Archibald William* Earl of *Eglinton* as to the Propriety of such Improvements, and that the said Earl proposed to advance the Expence thereof to them by way of Loan, from his own private Funds, without involving them or the Trust Estate under their Management in any Risk or Responsibility, or imposing any Obligation to pay the same from any other Source except the free surplus Revenue (if any such might arise) from the Harbour, or the free Surplus of the Price to be obtained in the event of a Sale of the said Harbour or Revenues as therein mentioned: And whereas an Act was passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled "The *Glasgow, Kilmarnock, and Ardrossan* Railway Act, 1846," whereby it was enacted that it should be lawful for the Proprietors of the said Harbour, Docks, and other Works at *Ardrossan*, with Consent of Three Fifths of the said Proprietors, present personally or by Proxy at some Meeting specially convened for the Purpose, to sell to the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company, and for the said last-mentioned Company, with the like Consent of Three Fifths of the Votes of their Proprietors, present personally or by Proxy at some Meeting specially convened for the Purpose, to purchase and take the said Harbour, Docks, and other Works, and all Powers, Rights, and Privileges of the Proprietors thereof, for such Price and upon such Conditions as might be mutually agreed upon, which Price, subject to the Payment of the Mortgages and other Liabilities affecting the said Harbour, Docks, and other Works, was by the said Act directed to be paid to the Trustees for the Time

9 & 10 Vict. c. clix.

Time being of the said deceased Earl of *Eglinton;* and it was further provided that, on Payment of the Purchase Money and Execution of a Deed of Conveyance in manner mentioned in the said Act, the said Harbour, Docks, and other Works should belong to and be vested in the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company: And whereas a Contract, bearing Date the Fifteenth and Sixteenth Days of *December* One thousand eight hundred and forty-six, was entered into by the said *Archibald William* Earl of *Eglinton* on behalf of and duly authorized by the Trustees of the said deceased *Hugh* Earl of *Eglinton*, with Consent therein mentioned, on the one Part, and the *Glasgow, Kilmarnock, and Ardrossan* Railway Company on the other Part, for the Sale to the said last-mentioned Company of the said Harbour, Docks, and other Works at *Ardrossan*, and all Powers, Rights, and Privileges of the Proprietors thereof, at the Price and on the Conditions therein mentioned; and, *inter alia*, it was provided that the last-mentioned Company were to pay, over and above the Price stipulated for the Harbour, Docks, and other Works, such Sums and at such Times as should be fixed and determined by the Referees therein mentioned, to the Extent of Fifteen thousand Pounds, for making certain Additions reported to have been required to the Accommodation of the Harbour or the Machinery used thereat, and certain Repairs thereupon, all as more particularly therein mentioned: And whereas by an Act passed in the Fifteenth Year of the Reign of Her present Majesty intituled "The *Glasgow, Kilmarnock, and Ardrossan* Railway Dissolution Act, 1852," it was enacted that upon Payment of the Sum of Fourteen thousand Pounds Sterling to the Trustees of the said *Hugh* Earl of *Eglinton* the said last-mentioned Company should be relieved from all Obligation or Liability to purchase the said Harbour, Docks, and other Works at *Ardrossan*, and the Powers, Rights, and Privileges of the Proprietors thereof, and from all other Obligations and Liabilities under the Contract before recited, and that the said Trustees should be bound to relieve the Company and the Directors and Shareholders thereof of all Claims and Demands on account of Lands, Works, or otherwise incurred and then subsisting in relation to the said Harbour, Docks, and other Works at *Ardrossan*, which Sum of Fourteen thousand Pounds should be applied by the said Trustees towards Payment *pro tanto* of the said Sum advanced by the said *Archibald William* Earl of *Eglinton* as aforesaid: And whereas it was further by the said Act under Recital enacted, that from and after the passing thereof, and notwithstanding the Contract above recited, the said Harbour, Docks, and other Works at *Ardrossan* thereby contracted to be sold as aforesaid should be and the same are thereby vested in the said *Archibald William* Earl of *Eglinton* and the Heirs substitute entitled

15 Vict. c. lxxviii.

entitled to succeed to him in the entailed Estates of *Eglinton* and *Ardrossan* and others, in the same Manner, and with the same Powers, Rights, and Privileges, and subject to the same Conditions and Restrictions, as if he and they had acquired Right thereto under the Provisions of the said third-recited Act, and subject also to all Contracts and Obligations entered into and undertaken by or on behalf of the said Trustees in respect of the said Harbour and Works: And whereas by Deed of Discharge, dated the Sixteenth Day of *September*, and recorded in the General Register of Sasines the Ninth Day of *November*, both in the Year One thousand eight hundred and fifty-two, granted by the said *Archibald William* Earl of *Eglinton*, and proceeding on the Narrative of the said Security granted by the said Trustees in his Favour for Fifteen thousand Pounds of the said Contract of Sale, and of the said last-recited Act, and on the farther Narrative that his Advances under the said Security amounted to Fourteen thousand nine hundred and fifty Pounds in place of Fifteen thousand Pounds, and that the said Trustees had paid him the said Sum of Fourteen thousand Pounds received from the said Company, with the Interest which had accrued thereon to the Fourth Day of *October* One thousand eight hundred and fifty-two, the Date of Delivery thereof, amounting to Fifty-nine Pounds Sixteen Shillings and Eightpence, of which Sum he thereby acknowledged the Receipt and discharged the said Trustees thereof for ever, and on the farther Narrative that the whole Interest which became due under the said Bond and Disposition in Security from the Date thereof up to the Seventeenth Day of *June* One thousand eight hundred and fifty-two, when the said Harbour and Works became vested in the said Earl of *Eglinton* and the said Heirs of Entail by virtue of the said last-mentioned Act, with the Exception of a Balance of Two hundred and sixty-eight Pounds Twelve Shillings and Elevenpence, had been accounted for to him out of the free Surplus annual Revenue of the said Harbour, and which he thereby discharged, therefore the said Earl thereby discharged the said Bond and Disposition in Security granted by the said Trustees in his Favour, and all Interest due thereon, save only the Balance of Principal being Nine hundred and fifty Pounds, with Interest from the said Seventeenth Day of *June* One thousand eight hundred and fifty-two, and the said Balance of Interest past due at that Date being Two hundred and sixty-eight Pounds Twelve Shillings and Elevenpence, and he thereby declared all and whole the foresaid Harbour of *Ardrossan* in the Parish of *Ardrossan* and County of *Ayr*, with the Docks, and all the Works and Appurtenances thereof and thereto belonging, and all and sundry the Rates and Duties levied by virtue of the said Two Acts of Parliament therein specified, or either of them, and payable to the Proprietors of the Harbour for the Time being, all as specified in the said Bond and Disposition in Security

Security and Instrument of Sasine following thereon, to be redeemed and disburdened of the said Bond and Disposition in Security and Infeftment following thereon under the Two Reservations aforesaid: And whereas the Trustees of the said deceased Earl had at the Date of passing the said third-recited Act, in addition to the Stock held by them as Trustees, acquired Three Shares held by individual Proprietors other than the said deceased Earl, and since the passing of the said Act the said Trustees have also acquired One hundred and seventy-five Shares held by individual Proprietors other than the said deceased Earl, and there now only remain Seventeen Shares Part of the before-mentioned Ten thousand and five Pounds of Stock, created a Debt upon the said Harbour by the said third-recited Act, still outstanding and now held by individual Proprietors, and which, according to the just and true Value of such Stock at the Rate of Two Pounds Ten Shillings *per* Share and Five Pounds *per Centum* on the additional Subscription of Parties, amount to the Sum of Forty Pounds Fifteen Shillings, which at present constitutes the whole existing Debt on the said Harbour in respect of the Stock held by the said individual Proprietors, and which Sum of Forty Pounds Fifteen Shillings has been deposited in the Bank of *Scotland* to be made forthcoming to the Parties establishing their Right thereto: And whereas the Capital Stock of the said Undertaking now consists of the One hundred and twenty original Shares held by the said deceased Earl, the One thousand eight hundred and fifty Shares corresponding to the additional Advances by the said Earl and his Trustees, and the One hundred and ninety-five Shares held by other Parties, but all now belonging to the said Trustees or the Heir of Entail, with the Exception of Seventeen Shares, the Value of which has been consigned in Bank as aforesaid, making in all Two thousand one hundred and sixty-five Shares of Fifty Pounds each: And whereas since the said Harbour, Docks, and other Works became vested in the Person of the said *Archibald William* Earl of *Eglinton*, he has, after Notice in Terms of the borrowing Powers contained in the said Act of the Fifth *Victoria*, duly given to the Heirs of Entail entitled to succeed to the entailed Estates of *Eglinton* and *Ardrossan* next after the Heirs Male of his own Body, borrowed the Sum of Five thousand Pounds from *John Moffat*, Civil Engineer at *Ardrossan*, for which he has granted in his Favour a Bond and Disposition in Security over the said Harbour, Docks, and other Works, which is dated the Seventh Day of *September*, and is recorded in the General Register of Sasines the Twenty-fifth Day of *October*, and in the Register of Improvements on the Seventh Day of *October*, all in the Year One thousand eight hundred and fifty-three; so that the whole Debts now affecting the said Harbour, Docks, and other Works consist of the Sums specified in the Schedule (A.) hereunto annexed: And whereas, over and above

above the Expenditure of the aforesaid Sum of Fifteen thousand Pounds, and between the Years One thousand eight hundred and forty-five and One thousand eight hundred and fifty-two, and whilst the said Harbour, Docks, and other Works remained vested in the said Trustees, the Sums stated in Schedule (B.) hereunto annexed were expended by the said *Archibald William* Earl of *Eglinton* on behalf of the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company, at the Sight of the Engineers appointed as Referees under the Contract of Sale before mentioned, on the Improvements and Repairs thereby stipulated to be made on the said Harbour, Docks, and other Works, in Terms of the Accounts thereof made out and certified by the said Engineers: And whereas the said Trustees did not execute to any Extent the Powers given by the third-recited Act, of expending in the Improvement and Completion of the said Harbour, Docks, and other Works therewith connected any Part of the Sum not exceeding Fifty thousand Pounds, or such further Sum as they might be deemed entitled to contribute and advance out of the Trust Funds of the said deceased Earl; and as the Sums specified in the said Schedule (B.) were expended by the said *Archibald William* Earl of *Eglinton* beneficially and to the great Advantage of the Harbour and the Heirs of Entail, the said Trustees are advised that such Expenditure may be justly deemed an Expenditure payable out of the Trust Funds, and that the Trust Estate and Funds under their Charge may be made legally liable for the same, and it is just therefore that the said Earl should accordingly be repaid the said Sums out of the said Trust Estate: And whereas the whole other Debts affecting the said Trust Estate have now been paid and discharged by the said Trustees, with the Exception of the Annuities payable to the said *Lady Jane Montgomerie* and *John Kerr*, and some small annual Payments affecting Part of the Lands which have been sold; and it is expedient that the said Trustees should, on being relieved of such Annuities and annual Payments by the said *Archibald William* Earl of *Eglinton* and the Heirs of Entail aforesaid, denude of the said Trust and convey the Residue of the said Funds and Estates (if any) to the said Earl and the Heirs of Entail aforesaid, with and under all the Powers, Faculties, Conditions, Provisions, Limitations, and Clauses irritant and resolutive aforesaid, and that the said Trustees of the said deceased Earl should be finally exonerated and discharged of their whole Actings, Transactions, and Intromissions in the said Trust: And whereas the Completion and Improvement of the said Harbour of *Ardrossan* was an Object of special Anxiety and Care of the said deceased Earl, who authorized his Trustees to make large Advances for that Purpose; and it would be manifestly for the Advantage of the Heirs entitled to succeed to the said entailed Lands and Estates that the Powers to expend the said Sum of Fifty thousand Pounds

Pounds towards the Improvement and Completion of the said Harbour and other Works at *Ardrossan* contained in the said Act of the Fifth *Victoria*, which have not been exercised, should be continued or renewed; and the said Harbour, Docks, and other Works, and the entailed Lands and Estates of *Eglinton* and *Ardrossan*, being all descendible under strict Entail to the same Series of Heirs, that the Security to be given for the Money to be borrowed for that Purpose, as well as what has been or may be borrowed under the general borrowing Powers contained in the said Acts, should be extended in manner after provided; 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:

The Trustees to pay to the present Earl the Sums in Schedule (B.) of this Act.

I. From and after the passing of this Act it shall be lawful for the said Trustees and they are hereby authorized to pay to the said *Archibald William* Earl of *Eglinton*, out of the Trust Estate under their Charge, the Sums contained in Schedule (B.) to this Act annexed, expended by him on the said Harbour of *Ardrossan*, as approved by the Referees appointed by the Contract of Sale of said Harbour before mentioned, as set forth in the said Schedule, and his Receipt therefor shall be an effectual Discharge to the said Trustees.

Power to Trustees to sell or burden certain Lands.

II. The said Trustees are hereby authorized and empowered to sell and dispose of the foresaid Farms of *Woodside* and *Minnoch* and *Gill*, or either of them, by Public Auction or Private Bargain as they shall see fit, or in their Option to charge or burden the same or any Part thereof with Debt, in so far as may be necessary for carrying out the Purposes of this Act, anything contained in the foresaid Statute of the Fourth and Fifth *William* the Fourth, Chapter Twenty-one, first before mentioned, to the contrary notwithstanding.

The Surplus Trust Estate to be applied in the Purchase of Lands to be entailed in Terms of the Trust Deed and Deed of Nomination and Taillie.

III. In case any Funds, Lands, or Monies, Part of the said Trust Estate, after Payment to the said *Archibald William* Earl of *Eglinton* of the said Sums contained in the said Schedule (B.), and of such Costs as the said Trustees have incurred or may incur since the aforesaid Balance of Ten thousand four hundred and forty-six Pounds Ten Shillings and Sixpence was ascertained, shall remain, the said Trustees shall lay out and employ such Surplus in the Purchase of such other Lands and Heritages as shall be pointed out to them or approved of by the said Earl, and failing him the

Heir

Heir of Entail in possession of the entailed Estates for the Time, and be also approved of by the said Trustees, at such fair and just Prices as can be agreed on for the same; and shall in Terms of the Directions contained in the said Trust Disposition and Settlement, and at the Sight of the Court of Session in either of the Divisions thereof, upon a summary Application to be presented for that Purpose, dispone and convey the Lands and Heritages held by them, or to be so purchased, to the said Earl or Heir in possession, and the Series of Heirs, and with and under the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolutive contained in the said Trust Disposition and Settlement and Deed of Nomination and Taillie, and thereby or by either of the said Deeds directed and enjoined to be inserted in the Rights and Investitures of the said Lands and Estates to be conveyed by the said Trustees to the said Heirs of Entail; and the Disposition or Dispositions thereto shall be in Terms of the said Trust Deed and Settlement and Deed of Nomination and Taillie, and shall be so framed as to bind the Institute as well as all the succeeding Heirs of Entail, and the said Trustees shall cause the same to be recorded, and Infeftment to be taken thereon and recorded, all in manner specified and required by the said Trust Deed and Settlement and Deed of Nomination and Taillie.

Upon the Execution of the Entail the present Earl bound to discharge and relieve the Trustees.

IV. Upon the said Trustees so applying or making over, disponing, and conveying the said Lands and Estates held or to be acquired by them as aforesaid to the said *Archibald William* Earl of *Eglinton*, and failing him the Heir in possession of the said entailed Estates for the Time, the said Earl or such Heir shall be bound to execute and deliver a Discharge in favor of the said Trustees and of the Heirs, Successors, and Representatives of the said deceased Trustees, and such Discharge shall be sufficient for exonerating for ever the said Trustees of and from all their Actings, Management, and Intromissions, and of all the Consequences thereof, preceding the Period to which the Accounts and Management of the said Trustees have been examined, and the Trustees exonerated in the Manner prescribed by the said Trust Disposition; and the said Earl, and failing him the Heir in possession of the said entailed Estates for the Time, shall also, in Terms of the said Trust Disposition, grant an Obligation, binding himself and the other Heirs of Entail to relieve the said Trustees of all Obligations, Engagements, and Liabilities of every Description, in any ways at present binding, due, or prestable by, from, on, or out of the said Trust Estates, and of all the Engagements and Transactions had by the said Trustees in the Execution of the said Trust.

Rights of Creditors and Annuitants saved.

V. Provided always, That nothing herein contained shall prejudice or impair the Rights of any Creditor or Annuitant of the said deceased Earl, but the Debts of such Creditors and such Annuities shall continue, notwithstanding the passing of this Act, and the Disposition and Deed of Entail to be executed by the said Trustees as aforesaid, until the same shall be extinguished and paid, to affect the Lands and Estates conveyed to the said Trustees (except such as have been sold as aforesaid), in such and the like Manner as such Debts and Annuities would have affected the same if this Act had not been passed, or the said Trustees had not denuded and executed such Entail.

Costs of this Act and of Deed of Entail to be paid out of the Trust Funds.

VI. The said Trustees shall pay out of the Trust Funds and Estate in their Hands all the Costs, Charges, and Expenses which shall have been incurred in and about applying for, obtaining, and passing this Act, and all the Costs and Charges which shall be incurred in and through making the Payments hereby authorized to be made to the said *Archibald William* Earl of *Eglinton* or Heir of Entail in possession as aforesaid, and in making and completing the Purchases and Conveyances, Deed of Entail, and other Titles or Deeds hereby and by the said Trust Deed and Settlement or Deed of Nomination and Taillie required to be made, or necessary for giving due Effect to the same, and in the Applications to the Court of Session hereby authorized, and in the Execution of all and every the said Trusts and Purposes of this Act.

After Purposes of this Act are carried into effect, Court of Session to discharge the Trustees.

VII. As soon as the said Trustees shall, in virtue of the Powers of this Act, have applied the Trust Funds as aforesaid in Payment of the Claims of the said *Archibald William* Earl of *Eglinton* hereby authorized to be paid, and of the other Debts affecting or which may be made to affect the said Estates, and shall also have applied in the Purchase of Lands any Surplus of such Trust Estate that may remain after the Payment of the said Debts, and disponed and conveyed the Lands acquired, if any, with such Surplus as aforesaid, in strict Entail, in Terms of the Trust Disposition and Settlement and Deed of Nomination and Taillie, to the said *Archibald William* Earl of *Eglinton*, and the other Heirs of Entail enumerated in the said Deed of Nomination and Taillie, and shall have recorded such Deed of Entail, and caused Infeftment to be taken thereon, and the Instrument of Sasine to follow thereon to be recorded, it shall be competent to the said Trustees, if they shall be so advised, to apply by summary Petition to the said Court of Session in either of its Divisions for a Discharge and Exoneration of the Transactions and Management of the said Trustees; and the said Court are hereby empowered and required to declare them to be quit and discharged thereof, and of all the Consequences

of

of the same, and of all Action, Claim, or Demand in respect thereof or in relation thereto, for ever, and to declare that thereafter the whole Purposes and Injunctions of the said Trust Disposition and Settlement are and shall be for ever at an end.

The Harbour of Ardrossan and Capital Stock vested in the Earl of Eglinton and the Heirs of Entail; and Harbour to be maintained in proper Condition.

VIII. The said Harbour, Docks, and other Works and Appurtenances thereof and thereto belonging, and the Capital Stock thereof, shall be and the same are hereby declared to be the Property of and vested in the said *Archibald William* Earl of *Eglinton* and the other Heirs of Entail enumerated in the said Deed of Nomination and Taillie, with and under the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolutive, contained in the said Trust Disposition and Settlement and Deed of Nomination and Taillie, and thereby or by either of said Deeds directed and enjoined to be inserted in the Rights and Investitures of the said Lands and Estates; but nevertheless with all the Powers, Rights, and Privileges contained in the said second and third before recited Acts relating to the said Harbour, Docks, and other Works, and Rates and Duties exigible thereat, and subject to all the Debts and Obligations affecting the same in virtue thereof; and the said *Archibald William* Earl of *Eglinton* shall, within Six Months after the passing of this Act, execute a Conveyance of the said Harbour and the Capital Stock thereof in favour of himself and the Heirs of Entail entitled to take under the said Deed of Nomination and Taillie, and with and under all the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolutive, contained in the said Disposition and Deed of Taillie, under which the said Lands are now held by the said Earl, in which Conveyance there shall be inserted a binding and sufficient Obligation and Condition to the effect that the said Earl and the Heirs Substitute succeeding him in the said Estates shall, at all Times hereafter, maintain the said Harbour, Docks, and other Works in proper and adequate Repair and Condition for the Accommodation of Persons resorting to, entering, or using the same; and such Conveyance, being approved of by the Court of Session in either of the Divisions thereof, shall be forthwith recorded at the Sight of the said Court in the Register of Taillies.

The Heir of Entail in Possession shall not have Power to sell any of the Shares of the Harbour.

IX. The Powers given under the said third-recited Act to the said Trustees, or the Heir of Entail in whom the said Harbour is vested, to sell and dispose of all or any of the Shares of the said Undertaking then vested in him, shall be and the same are hereby repealed; and it shall not be lawful to nor in the Power of the said *Archibald William* Earl of *Eglinton* or the Heir of

of Entail in Possession of the said Lands and Estate to sell and dispose of the said Shares hereby vested in them in the said Harbour, Docks, and other Works and Capital Stock thereof, but the same shall remain annexed to the said entailed Estate.

Power to borrow and lay out 50,000*l.*

X. It shall be lawful to the said *Archibald William* Earl of *Eglinton*, and the Heirs of Entail in possession of the said entailed Estate of *Eglinton*, *Ardrossan*, and others, and they are hereby authorized to borrow at Interest and to lay out and expend all or any Part of the said Sum of Fifty thousand Pounds (which the Trustees of the said deceased Earl of *Eglinton* were empowered by the said third-recited Act to lay out and expend) upon new Works for the Improvement of the said Harbour of *Ardrossan*, Docks and other Works within the same, and Approaches thereto, and to execute the said Works, or such Part thereof, or such other Works within the Limits described in the said recited Acts, as they shall be advised may be executed beneficially for the said Harbour and for the Advantage of the said entailed Estate, and also to construct such Sheds, Station Houses, Warehouses, Weighhouses, Railways, and other Conveniences as they may deem necessary or proper for the Accommodation of Persons resorting to, entering, or using the said Harbour or Docks, or of Goods landing or to be shipped at the same; and which Sum of Fifty thousand Pounds may from Time to Time be so borrowed and taken up at Interest on the Credit and Security of the said entailed Estates of *Eglinton* and *Ardrossan* and others: Provided always, that before the said *Archibald William* Earl of *Eglinton* or any of the Heirs of Entail shall borrow any Sum or Sums in virtue hereof, he shall give One Month's previous Notice of his Intention so to do, in Writing, to the Heir of Entail entitled to succeed next after the Heirs of his own Body, if within *Scotland*, and if furth thereof, to his known Factor or Agent, or to his Tutors or Curators, if in Pupillarity or Minority, and shall lodge a Copy of such Notice with the Sheriff Clerk of the Shire of *Ayr*, to be by him recorded in the same Way in which Notices lodged under the Authority of an Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, are required to be kept and recorded, but with the Application of any Sum so to be borrowed the Lender shall have no concern.

Power to charge Sums borrowed and to be borrowed on Account of the Harbour on the Entailed Estates of Eg-

XI. It shall be lawful for the said *Archibald William* Earl of *Eglinton*, and the Heir of Entail in possession of the said entailed Estate for the Time, and they are hereby authorized to charge any Sum hereafter to be borrowed in virtue of the Powers given by this or either of the said Acts relating to the said Harbour, upon the said entailed Estates of *Eglinton*, *Ardrossan*, and others, and such Sums to be so borrowed, and the said Sums contained in said Schedule (A.) at

at present secured upon the said Harbour, Docks, and other Works, and the Rates and Duties thereof, shall be and the same are hereby declared to be real and valid Securities over the said entailed Estates of *Eglinton*, *Ardrossan*, and others. linton, Ardrossan, and others.

Application of the Sums to be borrowed to the Harbour.

XII. The Heir of Entail so borrowing all or any Part of the said Sum of Fifty thousand Pounds shall apply the Sum borrowed towards the Improvement and Completion of the said Harbour and other Works as aforesaid, and shall from Time to Time, and within Three Months after so borrowing, record in the Register kept for the County of *Ayr* as aforesaid the Bond, Assignation, or other Security granted for the Money borrowed, and shall annually lodge with such Sheriff Clerk an Account of the Expenditure by him upon the said Harbour, Docks, and other Works, out of the Sums so borrowed, together with all the Vouchers of such Account, which Account shall be signed by the Heir of Entail in possession of the entailed Estates for the Time being 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.

The 2d and 3d recited Acts relating to the Harbour, so far as not hereby altered, to remain in force.

XIII. The said second and third before recited Acts relating to the said Harbour, Docks, and other Works, and all the Powers, Provisions, Matters, and Things therein contained, (except in so far as the same are hereby altered or repealed,) shall extend to this Act, and shall be in force for carrying the Purposes of this Act into execution, as fully and effectually as if the same were repeated and re-enacted in this Act.

Act as printed by Queen's Printers to be Evidence.

XIV. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Debts affecting Ardrossan Harbour.

I. Original Stock created a Debt by the 5 Vict. c. 62. held by Parties whose Representatives either could not be found or would not represent the Proprietor, and the Value of which has been consigned in the Bank of Scotland.

No. of Shares of £50 each.		Amount consigned, being the Value of the Shares at £2 10s. each, and 5 per Cent. on Contributions.
2	George Cadell, whereof only £10 paid - - -	£0 10
4	Daniel Dow - - - - - -	10
6	John Simpson, and also £60 of additional Contribution -	18
1	John Howell, whereof only £35 paid - - -	1 15
2	William Boyle, and also £10 of additional Contribution -	5 10
2	William Parker - - - - - -	5
17		£40 15

II. Sum borrowed by the Trustee of the deceased Hugh Earl of Eglinton.

Balance of Bond for £15,000 to Archibald William Earl of Eglinton. - - - - - £950

III. Sum borrowed by Archibald William Earl of Eglinton.

From John Moffat, Esq. - - - - £5000

D. Cowan.
John Moffat.

SCHE-

SCHEDULE (B.)

Account of Expenditure for Improvements and Additions to Works and Machinery of Ardrossan Harbour, executed at the Sight of Messrs. Robson and Moffat, in Terms of the Contract of Sale of the Harbour to the Glasgow, Kilmarnock, and Ardrossan Railway Company.

			£	s.	d.
1845.					
Dec. 13		To paid for a new Sawpit - - -	131	5	0
„ 22	„	for carting Sand out of Harbour to deepen ditto and to fill up Ground -	558	16	2
1846.					
Nov. 21	„	for carting from Punts - -	92	14	6
Dec. 19	„	for new Road - - -	51	1	3½
„ „	„	for Operations towards the Completion of the Plans furnished by Mr. Walker and Messrs. Grainger and Miller, in 1840 - - -	668	5	11
„ „	„	John Barr and Company for dredging Harbour to deepen Steamboat Berths, and for cutting Rock to widen Steamboat Quay - - - -	1616	4	1½
1847.					
Jan. 1	„	for making new Roads - -	52	0	10½
Dec. 31	„	on account of new Houses - -	94	7	10
„ „	„	for Operations towards the Completion of the foresaid Plans - -	153	6	7½
„ „	„	for Bill to Barr and Shearer for new Punts - - - -	277	15	0
„ „	„	W. Ford jun. to account of new Houses	400	0	0
„ „	„	G. Longmuir for Stones - -	16	1	11
1848.					
Dec. 31	„	for making new Roads - -	13	7	6
„ „	„	for Operations towards the Completion of the foresaid Plans - -	97	14	0
„ „	„	G. Longmuir for Stones, and John Raeside for Masonwork - -	48	19	8½
1849.					
March 10	„	Barr and Shearer and Peter Barclay, for sundry Furnishings to new Works	282	13	10
June 30	„	for Operations towards the Completion of the foresaid Plans - -	346	10	11
„ „	„	Peter King and Son, for building Harbour Offices and new Cranes -	103	12	1½
Dec. 15	„	for Operations towards the Completion of the foresaid Plans - -	697	0	8
1850.					
March 9	„	for Extension of Breakwater - -	224	15	5½
Sept. 21	„	for new Quay Wall - -	901	2	0
1851.					
Dec. 17	„	for dredging Harbour - -	1053	9	11
		Carried forward -	£7881	5	4½

Earl of Eglinton's Estate Act, 1854.

			£	s.	d.
		Brought forward -	7881	5	4½
1852.					
Jan. 10	„	for new Houses to Pilots - -	178	0	7
„ „	„	for new Engine for Graving Dock -	288	2	10
Feb. 7	„	for sundry new Works - -	426	2	5
„ „	„	for new Line of Gas Pipes - -	188	3	3
June 26	„	for Alteration of Pitching of Breakwater	334	16	2
1853.					
June 12	To paid the Heirs of the late James Moffat, Engineer of the Harbour, for Outlay on account of Works - -		190	7	3
„ „	„	Balance of Account to John Moffat, now Engineer, for Advances and professional Charges on account of Works, &c. - - -	781	14	11
„ 18	„	Barr and Shearer for Dock Gates -	730	15	3
„ „	„	sundry Law Accounts connected with the Contract of Sale - -	350	0	0
		Total -	£11,349	8	0½

Glasgow, 8th March 1854. We hereby certify that the above Sum of Eleven thousand three hundred and forty-nine Pounds Eight Shillings and One Halfpenny Sterling has all been expended upon the Improvement and Extension of the Works and Machinery of Ardrossan Harbour, in Terms of the Contract of Sale of the Harbour to the Glasgow, Kilmarnock, and Ardrossan Railway Company.

Neil Robson.
John Moffat.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.