ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxlviii.

An Act to enable the *Glasgow and South-western* Railway Company to use the Railway of the *Ayr and Maybole Junction* Railway Company, and for other Purposes relating to that Railway.

[13th *July* 1863.]

WHEREAS by "The *Glasgow and South-western* Railway Consolidation Act, 1855," the Acts of the *Glasgow and South-western* Railway Company (in this Act called "the Company") were repealed, except as therein provided, and the Provisions thereof and other Provisions relating to the Company were consolidated, and the Company were re-incorporated: And whereas by "The *Ayr and Maybole Junction* Railway Act, 1854," the *Ayr and Maybole Junction* Railway Company (in this Act called "The *Ayr and Maybole* Company") were incorporated for the Construction of a Railway from the *Ayr and Dalmellington* Railway to the Town of *Maybole*, which Railway has been completed and opened for public Traffic: And whereas the *Ayr and Dalmellington* Railway has been completed and opened for public Traffic: And whereas by "The *Maybole and Girvan* Railway Act, 1856," the *Maybole and Girvan* Railway Company were incorporated for the Construction of a Railway from the *Ayr and Maybole Junction* Railway to the Town and Harbour of *Girvan*: And whereas by "The *Glasgow and South-western* Railway Consolidation Act, 1855," the Company were empowered

18 & 19 Vict. c. xcvii.

17 & 18 Vict. c. cxlvi.

19 & 20 Vict. c. xcix.

18 & 19 Vict. c. xcvii.

empowered to take and hold Shares in the *Ayr and Maybole Junction* Railway Company, which Power they have exercised to the Extent of Three thousand five hundred Pounds: And whereas by "The *Maybole and Girvan* Railway Amendment Act, 1859," the *Maybole and Girvan* Railway Company were empowered to make an Alteration in the Line of their authorized Railway, and the *Maybole and Girvan* Railway has been completed and opened for public Traffic: And whereas in virtue of the Provisions of "The *Maybole and Girvan* Railway Act, 1856," and "The *Maybole and Girvan* Railway (Amendment) Act, 1859," the Company are Holders of Shares in the *Maybole and Girvan* Railway Company: And whereas the *Ayr and Dalmellington* Railway, with which the *Ayr and Maybole Junction* Railway forms a Junction, is now vested in the Company as Part of their Undertaking, and the entire Railway between *Glasgow* and the *Ayr and Maybole Junction* Railway is now the Property of the Company; and under the Provisions of "The *Maybole and Girvan* Railway Act, 1856," the *Maybole and Girvan* Railway is worked by the Company, and the *Ayr and Maybole Junction* Railway intervenes between the *Maybole and Girvan* Railway and the Railway of the Company: And whereas it is necessary for the Purpose of facilitating the Passage of Traffic between the Town and Harbour of *Girvan* and *Glasgow*, and other Towns and Places on the Railway of the Company and of the *Ayr and Maybole* Company, that Provision should be made for enabling the Company to work the Traffic of the Railway of the *Ayr and Maybole* Company, and for the due and efficient Maintenance, Repair, and Renewal of that Railway, and the Company and the *Ayr and Maybole* Company have accordingly entered into an Agreement, a Copy whereof is in the Schedule to this Act: And whereas the Objects of this Act 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; (that is to say,)

22 & 23 Vict. c. xxxiv.

Short Title.

1. This Act may be cited for any Purpose as "The *Glasgow and South-western* and *Ayr and Maybole* Railways Act, 1863."

Confirming Agreement between Company and Ayr and Maybole Company.

2. The Agreement, a Copy whereof is contained in the Schedule to this Act, is hereby confirmed and made binding upon the Companies Parties thereto respectively.

Deposits for future Bills not to be paid out of Capital.

3. It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament

Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

4. Nothing herein contained shall be deemed or construed to exempt the Railways of the Company, or the Company, from the Provisions of any General Acts relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by any Act relating to the Company.

Expenses of Act.

5. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

The Parties following, viz., the Glasgow and South-western Railway Company on the First Part, and the Ayr and Maybole Junction Railway Company on the Second Part, considering that it is expedient to enter into an Agreement in the Terms herein-after written, therefore it is hereby contracted and agreed by and between the Parties hereto, that from the First Day of August Eighteen hundred and sixty-three, and in all Time thereafter, the First Party shall well and efficiently maintain, and when necessary renew, the Ayr and Maybole Junction Railway and Stations thereof, and shall also provide the necessary Plant for working and shall well and efficiently work the said Railway and Stations as the same have been hitherto worked by them, subject to the Obligation of receiving and delivering at the Maybole Station of the said Railway (unless with Consent of the Second Party) all Goods, Minerals, and live Stock passing between Maybole and any Place to the Northward thereof, but with Right to the First Party, so far as the Second Party are concerned, to use the Maybole Station of the Maybole and Girvan Railway for Coaching Traffic; and the Remuneration for such Working, Maintenance, and Renewal to be allowed to the First Party by the Second Party shall be a Per-centage of the gross Receipts in respect of the Traffic of all Kinds over and upon the Ayr and Maybole Junction Railway, including Terminals but deducting Cartages, according to the following Scale, viz., when the said gross Receipts, including and deducting as aforesaid, shall, during any financial Half Year, commencing on the First Day of August or First Day of February in any Year, be under One thousand five hundred and seventy-five Pounds, Forty-seven per Cent.; when amounting to One thousand five hundred and seventy-five Pounds and under

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Two thousand Pounds, Forty-five per Cent.; when amounting to Two thousand Pounds and under Two thousand five hundred Pounds, Forty-three per Cent.; when amounting to Two thousand five hundred Pounds and under Three thousand Pounds, Forty-one per Cent.; and when amounting to or exceeding Three thousand Pounds, Thirty-nine per Cent.: And it is also agreed that the Tolls, Rates, Charges, and Terminals to be levied in respect of all Traffic passing over the Ayr and Maybole Junction Railway, or partly over that Railway and partly over the Railway of the First Party, shall be fixed by the Parties hereto in concert, and, failing the same being so fixed, each Party shall fix the Tolls, Rates, Charges, and Terminals leviable in respect of its own Line and Stations: And, lastly, it is hereby provided and agreed that all Disputes and Differences as to the true Intent and Meaning of these Presents shall be referred to Arbitration from Time to Time as they may arise, in Terms of the "Railway Companies Arbitration Act, 1859," and both Parties bind and oblige themselves to abide by and implement to each other this Agreement, and any Orders, Awards, or Decreets Arbitral that may be pronounced in virtue hereof, under the Penalty of Five hundred Pounds, to be paid by the Party failing to the Party performing or willing to perform the Premises, over and above Performance; and they consent to the Registration hereof, and of the said Orders, Awards, or Decreets Arbitral in the Books of Council and Session, or others competent for Preservation and Execution.

In witness whereof,

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