CHAPTER lxxxix.

An Act for conferring further powers on the Glasgow and South-western Railway Company for the construction of works the acquisition of lands and the raising of money; for abandoning certain railways; and for other purposes. [26th July 1889.]

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WHEREAS it is expedient that the Glasgow and South-western Railway Company (herein-after called "the Company") should be empowered to construct and maintain the railways and other works and for those and other purposes of their undertaking to acquire the lands herein-after respectively described or referred to:

And whereas plans and sections showing the lines and levels of the said railways and works and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited with the principal sheriff clerks of the counties of Ayr Lanark and Renfrew respectively which plans sections and books of reference are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the railway and portions of railway in this Act mentioned in that behalf should be abandoned and the maintenance thereof be discontinued and that the agreement set forth in the Third Schedule to this Act with reference thereto should be confirmed:

And whereas the Company have agreed with Richard Alexander Oswald of Auchincruive for the purchase of certain rights of the said Richard Alexander Oswald in and with respect to a waggon road or private railway and other property at or near Ayr Harbour and it is expedient that certain existing statutory provisions with reference to such waggon road or private railway and other property should be repealed:

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And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purposes of this Act and for the general purposes of their undertaking:

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be amended and that such further powers should be granted to the Company as are herein-after mentioned:

And whereas the purposes 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:—

Short title.

1. This Act may be cited for all purposes as the Glasgow and South-western Railway Act 1889.

Incorporation of general Acts.

2. The Lands Clauses Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the Railways Clauses Consolidation (Scotland) Act 1845 Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares:

The transfer or transmission of shares:

The payment of subscriptions and the means of enforcing the payment of calls:

The forfeiture of shares for non-payment of calls:

The remedies of creditors of the Company against the shareholders:

The borrowing of money by the Company on mortgage or bond:

The conversion of the borrowed money into capital:

The consolidation of the shares into stock:

The general meetings of the Company and the exercise of the right of voting by the shareholders:

The making of dividends:

The giving of notices: and

The provision to be made for affording access to the special Act by all parties interested:

Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) and Part III (relating to debenture

stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 are except where expressly varied by this Act incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and the expression "the railway" or "the railways" shall mean the railways by this Act authorised or any part thereof.

Power to make railways.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways hereinbefore referred to and authorised by this Act are:—

(1) A Railway (No. 1) three miles seven chains and seventeen yards in length commencing in the parish of Monkton and Prestwick United in the county of Ayr by a junction with the Company's railway at a point 700 yards or thereby measured in a southerly direction from the booking office at Monkton Station and terminating in the parish of St. Quivox in the county of Ayr by a junction with the Company's railway at a point 1,140 yards or thereby measured in a westerly direction from Annbank Junction:

(2) A Railway (No. 2) two miles one furlong four chains and five yards in length wholly situate in the parish of Dundonald in the county of Ayr commencing by a junction with the Kilmarnock and Troon Railway at a point 70 yards or thereby measured in a southerly direction from Barrassie Junction and terminating by a junction with the Company's railway at a point 130 yards or thereby measured in a westerly direction from Lochgreen dwelling-houses:

(3) A Railway (No. 3) six furlongs three chains and sixteen yards in length wholly situate in the parish of Dundonald in the county of Ayr commencing by a junction with the Kilmarnock and Troon Railway at a point 100 yards or thereby measured in an easterly direction from the Company's engine shed at Troon Harbour and terminating by a junction with Railway No. 2 by this Act authorised:

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(4) A Railway (No. 4) two furlongs four chains and fifteen yards in length wholly situate in the city parish of Glasgow in the royal burgh of Glasgow in the county of Lanark commencing by a junction with the City of Glasgow Union Railway at a point 40 yards or thereby measured in an easterly direction from the bridge which carries that railway over Græme Street and terminating by a junction with the railway authorised by the North British Railway (Bridgeton Cross Extension) Act 1888 on the north side of Gallowgate.

As to tolls on railways.

5. The railways by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

Inclination of a certain road.

6. In altering for the purposes of Railway No. 2 the road numbered on the deposited plans 59 in the parish of Dundonald the Company may make the same of any inclination not steeper than one in sixteen.

Imposing penalty unless railways opened.

7. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is completed and opened in the case of railways other than Railway No. 1 for the public conveyance of passengers or in the case of Railway No. 1 for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway or railways and the said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in respect of which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Queen's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in the bank named in such order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident

or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty towards compensation of parties injured.

8. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the Edinburgh Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway or railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

For the protection of the Ayr county road trustees.

9. In the construction of Railway No. 1 by this Act authorised the following provisions for the protection of the county road trustees of the county of Ayr shall notwithstanding anything contained in this Act or shown on the deposited plans or sections be observed and have effect unless otherwise agreed between the said trustees and the Company (that is to say) :—

1. The Company shall not deviate from the centre line shown upon the deposited plans of the said railway at the points herein-after described so as to bring the same nearer to the highway numbered on the said plans 18 in the parish of St. Quivox than the distances herein-after mentioned respectively (that

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is to say):—At the point shown on the deposited plans as two miles four and a quarter furlongs from the commencement of the said railway the centre line shall not be brought nearer to the said road than shown on the said plans At the point shown thereon as two miles six and a half furlongs from such commencement the centre line shall not be brought nearer to the said road than 70 feet and at the point shown thereon as three miles and one eighth of a furlong from such commencement the centre line shall not be brought nearer to the said road than 100 feet:

2. In altering for the purposes of the said Railway No. 1 the highway numbered on the deposited plans 26 in the parish of Monkton and Prestwick United the Company shall not make the same of any inclination steeper than 1 in 45.

For the protection of the Corporation of Glasgow.

10. For the further protection of the Lord Provost magistrates and council of the city of Glasgow as a municipal corporation and as trustees or commissioners acting in execution of the several public and local and personal Acts by which any powers jurisdictions or authorities are conferred on them (in this section called "the corporation") the following provisions shall have effect and be binding on the Company with reference to the construction of Railway No. 4 (that is to say):—

(A) At least twenty-one days before the Company commence any works the execution of which would in any way interfere with or affect any of the roads or streets in the city and royal burgh of Glasgow or which would interfere with or affect the sewers and drains belonging to the corporation the Company shall give to the corporation notice thereof in writing accompanied by plans sections working drawings and specifications showing the manner in which the proposed railway and works are to be executed and also the means to be employed for protecting the said roads streets sewers and drains during the operations of the Company and also the means to be employed for making good any injury or damage to or interference with the said roads streets sewers and drains which plans sections working drawings and specifications shall be subject to the approval of the corporation previously to the works of the Company affecting the said roads streets sewers or drains being commenced Provided always that if the corporation do not within fourteen days after service of such notice on them intimate to the Company their approval or disapproval of the said plans sections working drawings and specifications the Company may thereupon proceed to execute their said works:

(b) In every case in which the Company interfere with the said roads or streets the Company shall to the satisfaction of the corporation :—

(1) Restore the road or street so interfered with by the said works or by subsequent subsidence occasioned thereby to its original level :

(2) Cause the formation of the road or street to be properly consolidated ;

(3) Make good the paving and metalling of the road or street and wherever necessary cause the street road or footpath to be repaved or re-metalled over its entire width :

(4) Provide and maintain all requisite communications and accesses for foot passengers to and from the houses or other buildings in the streets or roads so interfered with :

(c) Where any part of the Company's property to be acquired under the powers of this Act is situate adjoining to or fronting any footpath the Company shall after the acquisition thereof at all times maintain the portion of any such footpath in so far as the same is adjoining to or fronting any such property or is formed across or under any bridge constructed under the powers of this Act except where the maintenance of such footpath has been or shall hereafter be taken over by the Corporation :

(d) In the event of the railway or works crossing or otherwise interfering with any of the lines of the tramways of the corporation or those lines or any of them are interfered with by the operations of the Company the construction of the railway and works so crossing or interfering with any lines of the said tramways shall be conducted under the supervision and with the approval of the corporation and the Company shall indemnify the corporation or the lessees for the time being of the tramways for any damage detention injury or other interference sustained by them by reason of the interruption to or interference with their traffic in consequence of the construction of the railway and works or of the operations of the Company or otherwise including any compensation to passengers servants or others and any damages to plant which the corporation or the lessees may become liable for or incur in connexion with any accident or injury arising from or in any way attributable to the operations of the Company excepting where such damage or injury shall have been occasioned by the default or neglect of the corporation or the lessees for the time being or of their officers workmen or servants :

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(E) In the event of the railway or works interfering with any of the lines of the tramways of the corporation the Company shall during the space of one year from the restoration of the roadway maintain and repair the portion of the tramway lines of the corporation and of the roadway between and within the lines and extending eighteen inches outside of the lines so interfered with to the satisfaction of the engineer of the tramways appointed by the corporation:

(F) The Company shall pay to the corporation the costs and expenses they may reasonably incur or be put to in superintending the said railway and works or otherwise or with reference to any of the matters aforesaid:

(G) Nothing in this Act contained shall prevent the corporation at any future time from carrying out any public improvement or any alterations developments or extensions of the existing or contemplated works in connexion with any department administered by them either above or below the level of the railway and wherever the same are carried across the railway the Company shall pay to the corporation any additional expense the corporation may incur or be put to in the carrying out of the same by reason of the making or maintaining of the railway and works or by any of the operations of the Company nor shall anything in this Act entitle the Company to any compensation for any damage occasioned by such operations of the corporation unless such damage shall have been occasioned by the default or neglect of the corporation:

(H) If the corporation and the Company shall differ upon or with reference to any plans elevations sections or other particulars which under the provisions herein-before contained are to be delivered by the Company to the corporation or as to the mode of carrying out the same or as to any other matter or thing arising out of the said plans elevations sections or particulars or any of the provisions of this section every such difference shall on the application of the Company or of the corporation be referred to the determination of an arbitrator to be named by the sheriff of the county of Lanark and the costs of and incident to the reference shall be paid by the Company.

Period for completion of works.

11. If the railways are not completed within the period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Lands for extraordinary purposes.

12. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 in connexion with the railways by this Act authorised any quantity of land not exceeding five acres.

Facilities as regards Caledonian Railway traffic.

13. The several facilities powers and privileges which were by sections 26 to 36 inclusive of the Glasgow and South-western Railway (Ayrshire Lines) Act 1865 granted secured and provided in respect to Caledonian Railway traffic defined by section 25 of that Act as extended by section 15 of the Glasgow and South-western Railway (Ayrshire Lines) Act 1866 shall extend and apply to Railway No. 1 and Railway No. 3 and so much of Railway No. 2 as may be necessary to complete the continuous communication between Muirkirk and the town and harbour of Troon when and as the said railways and part of railway are respectively opened Provided that if and so long as any of the said railways or part of railway is opened for goods or mineral traffic only the facilities powers and privileges herein-before mentioned shall as respects such railway or part of railway be available only for Caledonian Railway traffic of the like description.

Company may acquire additional lands for purposes connected with their undertaking.

14. Subject to the provisions of this Act the Company may from time to time enter upon take use and appropriate to purposes connected with their undertaking all or any of the lands houses and buildings following delineated on the deposited plans and described in the deposited books of reference relating thereto respectively (that is to say) :—

Certain lands in the Abbey parish of Paisley in the county of Renfrew lying on the north-west of and adjoining the site of the Glasgow Paisley and Johnstone Canal now disused and situated between the bridge carrying the Company's railway over the said site 100 yards or thereby measured in an easterly direction from Elderslie Junction and the public road leading from the Paisley and Johnstone public road to Linwood :

Certain lands at Kilmarnock in the Laigh Kirk parish of Kilmarnock in the county of Ayr lying between and on both sides of the Kilmarnock and Troon Railway and the branch therefrom to near the Company's station at Kilmarnock and at and adjoining St. Marnock's Junction.

Period for compulsory purchase of lands.

15. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements.

16. Persons empowered by the Lands Clauses Consolidation (Scotland) Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands

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Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement servitude right or privilege (not being an easement or servitude of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges or feu duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements or servitudes rights and privileges as aforesaid respectively.

Restriction on displacing persons of labouring class.

17. (1) The Company shall not under the powers of this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for the persons residing in such houses or for such number or proportion of those persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the other circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme:

(2) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally and after the Secretary for Scotland has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme:

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit:

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary for Scotland may have approved of any such scheme or of any modifications of any such scheme or subject to which he may have dispensed with the above-

mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary for Scotland:

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty:

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase section 90 of the Public Health (Scotland) Act 1867 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act:

(7) The Company may on any lands belonging to them or purchased or acquired under this section or under any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated solely for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings by the Company shall contain proper covenants for securing that the buildings on such lands shall during such period be used exclusively for the purpose of such dwellings:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as he may see fit:

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(8) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and he and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them respectively under the Public Health (Scotland) Act 1867 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act:

(9) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any such inquiry and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed:

(10) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Power to Company to run over Bridgeton Cross Extension of North British Railway Company.

18. The Company may run over work and use with their engines carriages and waggons and officers clerks and servants for the purposes of traffic of every description the railway authorised by the North British Railway (Bridgeton Cross Extension) Act 1888 and all extensions thereof together with the stations roads platforms points signals water water engines engine sheds standing room for engines and carriages offices warehouses sidings junctions works and conveniences of or connected with the said railway and extensions respectively and the terms conditions and regulations to be observed and fulfilled and the tolls or other considerations to be paid by the Company in respect of the running over and use of such railway extensions works and conveniences shall if not agreed upon between the Company and the North British Railway Company be from time to time determined by arbitration in the manner provided by the Railway and Canal Traffic Acts 1873 and 1888.

Saving agreements

19. Nothing in this Act contained shall alter prejudice or affect (1) An agreement made between the Company of the first part and

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with North British Railway Company.

the North British and Edinburgh and Glasgow Railway Companies of the second part dated the 17th and 21st days of March and 12th day of April 1865 and scheduled to and confirmed by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act 1865 (2) An agreement made between the North British Railway Company of the first part and the Company of the second part dated the 25th day of June 1869 and scheduled to and confirmed by the Caledonian and Glasgow and South-western Railways (Kilmarnock Joint Line) Act 1869 (3) An agreement made between the North British Railway Company of the first part the Company of the second part and the Greenock and Ayrshire Railway Company of the third part dated the 15th and 20th days of July 1869 and set forth in the First Schedule to this Act And (4) a decree in a summons and action of declarator instituted before the Lords of Council and Session at the instance of the North British Railway Company against the Company dated the 23rd day of May 1873 and an extract or official copy of which is set forth in the Second Schedule to this Act And nothing contained in or done under this Act shall be or be deemed a consent by the North British Railway Company within the meaning of the said agreements and decree or any of them in reference to the formation of Railway No. 4 by this Act authorised nor an admission by the Company that such consent is necessary nor shall the formation of a junction for the purpose of exercising the running powers conferred by the last preceding section of this Act be deemed to be the formation by the Company and the North British Railway Company or either of them of a junction between their respective systems within the meaning of the said agreements and decree or any of them.

Abandonment of constructed railways.

20. The Company may and shall abandon for the purposes of public traffic and discontinue the maintenance of the railway and portions of railway following (that is to say) :—

(1) The Company's Barbush Branch Railway being the railway secondly described in the Bridge of Weir Railway Act 1862 ;

(2) That portion of the Kilmarnock and Troon Railway which is rendered unnecessary by the construction of the railway first described in and authorised by the Glasgow and South-western Railway (Additional Powers) Act 1866 and which lies between the commencement and termination of the last-mentioned railway ; and

(3) That portion of the said Kilmarnock and Troon Railway at Kilmarnock lying between St. Marnock Street Kilmarnock and the junction of the Kilmarnock and Troon Railway with

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the branch leading therefrom to near the Company's station at Kilmarnock:

And thereupon the site and soil of the railway and portions of railway so proposed to be abandoned shall vest in the Company and the Company shall sell or dispose of the same or of such parts thereof as may not be required for the purposes of their undertaking as superfluous lands within ten years from the passing of this Act.

Confirming agreement with Kilmarnock and Troon Railway Company.

21. The agreement set forth in the Third Schedule to this Act and made between the Company of the first part the Kilmarnock and Troon Railway Company of the second part and John Tindal commissioner of the Right Honourable Charlotte Scott Viscountess Ossington of the third part is hereby confirmed and made binding on the parties thereto.

Amending section 13 of Act of 1886.

22. Section 13 of the Glasgow and South-western Railway Act 1886 shall be read and construed as if the words "forty-seven thousand pounds" had been substituted therein for the words "forty-seven thousand five hundred pounds."

Repealing sections of former Acts with respect to private railway of Richard Alexander Oswald.

23. From and after the completion of the purchase by the Company from Richard Alexander Oswald of Auchincruive of the waggon road or private railway leading through the lands of the Burgh of Newton-on-Ayr to property belonging to him at Ayr Harbour the several sections of the several Acts respectively enumerated and referred to in the Fourth Schedule to this Act relating to the said waggon road or private railway shall be and are hereby repealed.

Power to Company to raise additional capital.

24. The Company from time to time may raise for the purposes of this Act by the creation and issue of new shares or stock such additional capital as they think fit not exceeding in the whole the sum of two hundred and seventy thousand pounds and they may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preference shares or stock as they may think fit Provided that any preference shares or stock already issued the dividends upon which are contingent upon and payable out of the profits of each year and any preference shares or stock which may be issued by the Company under this Act shall be entitled to the preferential dividend or interest assigned thereto only out of the profits of each year ending on the thirty-first day of January.

Shares not to be issued until one fifth paid.

25. The Company shall not issue any share under the authority of this Act nor shall any 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 in respect thereof.

Scale of voting in respect of new shares.

26. At all general meetings of the Company every holder of shares or stock of the Company already created having the right to vote at such meetings and every holder of shares or stock of the Company created under this Act shall have the right of voting in respect thereof on the principle of having one vote for every sum of one hundred pounds actually paid up in respect of the whole of such shares or stock for the time being held by him up to one thousand pounds and he shall have an additional vote for every sum of five hundred pounds actually paid up on such shares or stock beyond the first one thousand pounds up to ten thousand pounds and an additional vote for every sum of one thousand pounds actually paid up on such shares or stock beyond the first ten thousand pounds Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up Provided also that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share created or issued under this Act to which a preferential dividend shall be assigned Provided always that nothing in this section shall be deemed to empower the Company to issue stock to be paid up by instalments.

Power to Company to raise capital authorised by any other Act and this Act by new shares or stock of one class.

27. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and of any other Act or Acts passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act or Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to Company to borrow.

28. The Company may in respect of the additional capital of two hundred and seventy thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking such sums as they think fit not exceeding in the whole ninety thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital

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has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such sheriff as aforesaid that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Repealing provisions of former Acts with respect to appointment of a judicial factor.

29. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a judicial factor for enforcing payment by the Company of arrears of principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

For appointment of a judicial factor.

30. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a judicial factor In order to authorise the appointment of a judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Former mortgages to have priority.

31. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and which shall be subsisting at the time of the passing thereof shall during the continuance of such mortgages and bonds as regards the undertaking comprised in and assigned by such mortgages and bonds respectively and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any funded debt or debenture stock at any time created by the Company.

Power to Company to create debenture stock.

32. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

33. All moneys raised by the Company under the provisions of this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Power to Company to apply authorised capital to purposes of this Act.

34. The Company may apply to or towards the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls paid up

35. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

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

36. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

37. Nothing herein contained shall exempt the Company or the railway from the provisions of any general Act 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 or alteration under the authority of Parliament of the maximum rates of fares and charges and of the rates for small parcels authorised to be taken by the Company.

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Expenses of Act.

38. All the costs charges and expenses of and incident to the obtaining of this Act and preparatory thereto shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AGREEMENT between the North British Railway Company of the first part the Glasgow and South-western Railway Company of the second part and the Greenock and Ayrshire Railway Company of the third part.

WHEREAS an agreement dated the 17th and 21st days of March and 12th day of April 1865 was entered into between the said second party on the one part and the said first party and the Edinburgh and Glasgow Railway Company on the other part for the cultivation development and free interchange and transmission of traffic between their respective systems of railways And whereas the said agreement was confirmed by and is scheduled to the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act 1865 And whereas another agreement between the parties hereto was entered into upon the 25th day of June 1869 which is scheduled to and confirmed by the Caledonian Glasgow and South-western and Crofthead and Kilmarnock Extension Railway Companies Act 1869 And whereas the Glasgow City Union Railway and the Greenock and Ayrshire Railway will soon be completed and opened for the conveyance of traffic and it is expedient to make further and additional provisions with respect to the interchange of traffic between the systems of the parties hereto supplemental to the said agreements Therefore the said parties hereto have agreed and bind and oblige themselves to each other as follows viz. :—

First. The words "the North British system" in this agreement shall mean the railways of the said first party including all lines now or hereafter leased or worked by them or used by themselves or jointly with another company and the words "the South-western system" in this agreement shall mean the railways of the said second party including all lines now or hereafter leased or worked by them or used by themselves or jointly with any other company And excepting as provided in Article 7 hereof the traffic to which this agreement relates shall include all passengers parcels horses carriages dogs and other coaching traffic and all goods mineral and live stock traffic passing or intended to pass to or from places in Scotland and in the

county of Cumberland on or beyond their said respective systems by the junctions at Gretna Annan or Glasgow or by any other junction which may hereafter be formed by or with consent of the parties hereto between the said systems.

Second. There shall be mutual exchange of all rolling stock of both passenger and goods departments under the Clearing House regulations as to mileage and demurrage for the time being and where such regulations do not apply then upon such terms as may be agreed upon and failing agreement as may be fixed by arbitration.

Third. The parties hereto respectively shall grant to each other equal facilities and advantages in every respect for all traffic the subject of this agreement as they give to any other company or companies and each of the parties hereto shall forward to and over the system of the other party a fair and reasonable share of unconsigned traffic between places on or beyond their respective systems such share in the aggregate not being proportionally less than the unconsigned traffic which such other party shall for the time being return from their system to the system of the party so forwarding.

Fourth. Notwithstanding the provisions in the sixth and seventh heads of the said first recited agreement the parties shall mutually agree to and so far as in their power establish through rates and fares through invoicing and booking for traffic the subject of this agreement and wherever there exists between any place reached by or over the lines of the parties hereto or any part thereof and any other place on or beyond the said systems another or alternative railway route either party quoting through fares or rates by such other route shall at the same time quote to the other party hereto as low fares and rates as they may quote or consent to quote between the same places by such other route and in the event of either of the parties hereto from any cause charging lower fares or rates locally so as to induce re-booking of through traffic then the other party shall have power to make the through rates and fares the same in amount as the two or more local rates and fares and the apportionment and division of which to each Company shall in the latter case be the local rates or fares respectively charged by each Company.

Fifth. When such through rates and fares are fixed under the fourth article of this agreement then notwithstanding the provisions of the seventh article of the said first-recited agreement the receipts after deduction of the usual Clearing House terminals or when no terminals are fixed by the Clearing House then such terminals as may be agreed on and failing agreement as may be fixed by arbitration and of any portion of the through rate or fare which may be due to other parties or companies concurring in such through rates or fares shall be divided between the parties hereto in the proportions of the mileage traversed upon their respective railways and where not otherwise agreed upon or provided for then by the mileage of the shortest existing route the additional allowance in force for the time being for the Forth and Tay Ferries being included when the traffic passes over the same.

Sixth. When either of the parties hereto in exercise of the powers conferred by the fifth head of the said first-recited agreement place their clerks or agents and carting staff at the stations of the other party and shall keep and collect the ledger and porters accounts the party so appointing and using such

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staff shall have the use without payment of such stations and shall receive on traffic carted by such party or their agents out of the terminals accruing to the other party an allowance equal to the actual cost of cartage per ton to the owning company with sixpence per ton additional and for station to station traffic an allowance of threepence per ton and for mineral traffic an allowance of one penny per ton and in the event of it being arranged that either of the parties shall at their stations for the other keep and collect the accounts with the exception of porters accounts then the allowance on traffic carted shall be a sum equal to the actual cost of cartage per ton to the owning company with fourpence per ton additional.

Seventh. And whereas the parties hereto are now in competition for the conveyance of certain traffic to and from England And whereas it is expedient that the rates and fares for such traffic should as far as practicable be equal in every respect by the routes of the parties hereto It is agreed that upon either of the parties hereto at any time quoting issuing or acting upon any rate or fare for or in respect of such traffic such party shall at the same time intimate such rate or fare to the other party.

Eighth. Excepting as expressly modified by or otherwise provided in this agreement the whole provisions and obligations of the before recited agreements shall continue in force and in the event of any of the facilities powers privileges and advantages provided for in the said recited agreements or hereby agreed to be mutually conferred being withheld by either party from the other or should anything be done or any omission be made by either party in violation or contravention of the provisions of the said recited agreements or this agreement it shall be lawful for the other party to enforce the exercise of all the facilities power privileges and advantages conditioned for by summary process before the Court of Session in Scotland in like manner as is provided in the Railway and Canal Traffic Act 1854 for enforcing the provisions of that Act.

Ninth. No agreement or arrangement now subsisting or which may hereafter be entered into or renewed between either of the companies parties hereto and any other railway company or companies shall prejudice or affect the provisions of this agreement but without prejudice to the rights if any of the said first party nothing herein contained shall be held to extend to or affect the agreements following viz. :—An agreement between the second party and the Caledonian Railway Company dated 23rd and 28th March 1853 and an agreement supplemental thereto dated 17th April and 6th June 1855 and another agreement between the second party the Caledonian Railway Company the Edinburgh and Glasgow Railway Company and the Scottish Central Railway Company dated 2nd 3rd and 4th May 1860 all of which agreements terminate on or before the 31st day of December 1874 and shall be terminated as at that date.

Tenth. In all cases where by this agreement it is specially provided that matters shall be referred to arbitration the same shall be determined by arbitration under the provisions of the Railway Companies Arbitration Act 1859.

Eleventh. This agreement shall come into force upon the 1st day of August 1869 and shall thenceforth subsist for a period of ninety-nine years.

Twelfth. The Greenock and Ayrshire Railway Company consent to this agreement to the effect of extending the facilities under this agreement to the first party over the Greenock and Ayrshire Railway.

Lastly. The terms of Article 8 hereof for enforcing the provisions of this agreement shall be adjusted to the mutual satisfaction of the parties and in case of difference the same shall be settled by John Horatio Lloyd Esquire barrister-at-law on behalf of both parties.

In witness whereof this agreement printed to the end of the words "In witness whereof" is sealed and subscribed in triplicate by the parties hereto in manner following viz. :—This agreement is sealed with the common seal and subscribed by John Walker the secretary of the North British Railway Company at Edinburgh the fifteenth day of July one thousand eight hundred and sixty-nine before these witnesses Charles Lowe and James Morrison Molle both clerks in the head office at Edinburgh of the North British Railway Company and is also sealed with the common seal and subscribed by William John Wainwright the secretary of the Glasgow and South-western Railway Company at Glasgow the twentieth day of the said month of July and year last above mentioned before these witnesses John Morton registrar and John McKerrow Hair clerk both to the Glasgow and South-western Railway Company and is further sealed with the common seal and subscribed by the said William John Wainwright as secretary of the Greenock and Ayrshire Railway Company at Glasgow on the said twentieth day of July and year last mentioned before these witnesses the said John Morton and John McKerrow Hair This testing clause from and after the words "In witness whereof" having been written by Thomas Balfour clerk to Adam Johnstone solicitor to the North British Railway Company at Edinburgh.

CH. LOWE
Witness
J. M. MOLLE
Witness

Seal of the North British Railway Company.

J. WALKER
Secy. N. B. Ry. Coy.

JNO. MORTON
Witness
JNO. M. HAIR
Witness

Seal of the Glasgow and South-western Railway Company.

W. J. WAINWRIGHT
Secy. G. and S. W. Ry.

JNO. MORTON
Witness
JNO. M. HAIR
Witness

Seal of the Greenock and Ayrshire Railway Company.

W. J. WAINWRIGHT
Secy. G. and A. Ry.

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SECOND SCHEDULE.

Public Records of Scotland.

Decree of Declarator, &c., &c.

I. C.

The North British Railway Company

v.

The Glasgow and South-western Railway Company.

R.R. 23rd May 1873.

Register of Acts and Decreets No. 60 of June 1873.

At Edinburgh the twenty-third day of May in the year one thousand eight hundred and seventy-three In the summons and action of declarator instituted before the Lords of Council and Session at the instance of the North British Railway Company incorporated by Act of Parliament pursuers against the Glasgow and South-western Railway Company incorporated by Act of Parliament defenders After sundry steps of procedure in the course of which defences were lodged and the record was closed and a joint minute for the parties was lodged wherein the court was craved to pronounce decree in the terms after expressed Sitting in judgment the said lords in respect of the joint minute for the parties number twenty-six of process found decerned and declared and hereby find decern and declare (first) that the stipulations and provisions contained in an agreement dated the seventeenth and twenty-first days of March and twelfth day of April eighteen hundred and sixty-five made and executed by and between the defenders of the first part and the Edinburgh and Glasgow Railway Company now amalgamated with the pursuers of the second part and confirmed by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act eighteen hundred and sixty-five extend to and embrace all traffic of every description passing or directed or intended to pass through or by any junction now existing or which may hereafter exist at Gretna Annan or Glasgow or any of these places to from or over the respective undertakings of the pursuers and defenders including the railways leased to or worked or used by them or each of them respectively at or after the date of the said agreement and in particular to all traffic of the description after mentioned passing or directed or intended to pass by or over the Glasgow and Paisley Joint Line by the junction formed by means of the railway constructed by the City of Glasgow Union Railway Company and connecting the pursuers said railways with the said Glasgow and Paisley Joint Line videlicet all traffic of every description passing or directed or intended to pass to from or over the respective undertakings of the pursuers and defenders including therein all railways belonging or leased to or used or worked by each of them respectively now or hereafter (second) that the stipulations and provisions of the said agreement of seventeenth and twenty-first March and twelfth April eighteen hundred and sixty-five extend and apply to all traffic of every description passing or directed or intended to pass by or

over the Glasgow and Paisley Joint Railway to from over or between the lines of the pursuers and defenders including all railways belonging or leased to or used or worked by each of them at or after the twenty-fifth day of June eighteen hundred and sixty-nine and that whether the said traffic passes by the junctions at Gretna Annan or Glasgow specified or referred to in the said agreement of seventeenth and twenty-first March and twelfth April eighteen hundred and sixty-five or any of them or by any junctions at the said places or not (third) that the stipulations and provisions of the said Agreement of seventeenth and twenty-first March and twelfth April eighteen hundred and sixty-five as modified or altered by the second third fourth fifth and sixth articles of an agreement entered into between the pursuers of the first part the defenders of the second part and the Greenock and Ayrshire Railway Company of the third part dated fifteenth and twentieth July eighteen hundred and sixty-nine extend and apply to all passengers parcels dogs and other coaching traffic and all goods minerals and live stock traffic passing or directed or intended to pass to or from places in Scotland and in the county of Cumberland on or beyond the systems of the pursuers and defenders including all lines which are now or shall hereafter be leased or worked by them or used by themselves or jointly with any other company by the junctions at Gretna Annan or Glasgow mentioned in the first conclusion above written or any of them or by any other junctions or junction between the systems of the pursuers and defenders respectively (fourth) that the stipulations and provisions contained in the seventh article of the said agreement of fifteenth and twentieth July eighteen hundred and sixty-nine extend and apply to all traffic of every description passing or directed or intended to pass to or from England for which the railways belonging to leased to worked and used by the pursuers form a route or part of a route competing with any route formed wholly or partly by railways belonging to leased worked or used by the defenders at and after the date of the said agreement of seventeenth and twenty-first March and twelfth April eighteen hundred and sixty-five and also to all such traffic of every description passing or directed or intended to pass to or from England by or over the Glasgow and Paisley Joint Railway to from over or between the lines of the pursuers and defenders including all railways belonging or leased to or used or worked by each of them at and after the twenty-fifth June eighteen hundred and sixty-five (fifth) that the said agreement of seventeenth and twenty-first March and twelfth April eighteen hundred and sixty-five as also an agreement dated the twenty-fifth day of June eighteen hundred and sixty-nine entered into between the pursuers of the first part and the defenders of the second part and confirmed by the Caledonian and Glasgow and South-western Railways (Kilmarnock Joint Line) Act eighteen hundred and sixty-nine and the said agreement dated the fifteenth and twentieth days of July eighteen hundred and sixty-nine entered into between the pursuers of the first part the defenders of the second part and the Greenock and Ayrshire Railway Company of the third part had all and each taken effect and become operative at or prior to the nineteenth day of May eighteen hundred and seventy-three and that the defenders from and after the said date and during the whole stipulated duration of the said respective agreements were and are bound to implement the whole stipulations thereby respectively imposed on them in favour of the

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pursuers and that the pursuers have been since the said date and are hereafter in perpetuity as regards the first and second mentioned agreements and till the expiry of ninety-nine years from the first day of August eighteen hundred and sixty-nine as regards the third mentioned agreement entitled to exercise and enforce the rights powers and privileges conferred on them by the said agreements respectively and further decerned and ordained and hereby decern and ordain the defenders to implement and fulfil to the pursuers the stipulations of the said agreements Further found and hereby find that the pursuers renounce all claims of damages against the defenders in respect of their defence to the action that the agreements had not commenced because of the non-construction of the Sighthill Extension of the City of Glasgow Union Railway Found and hereby find neither party entitled to expenses and decerned and hereby decern and the said lords grant warrant &c. extracted upon fifteen pages by me assistant extractor in the Court of Session at Edinburgh this eighteenth day of June one thousand eight hundred and seventy-three years.

(Signed) J. P. GROUNDWATER.

Extracted on this and the nine preceding pages by me Deputy Keeper of the Records of Scotland.

WM. FRASER.

Seal of the Public Records of Scotland.

THIRD SCHEDULE.

AGREEMENT between the Glasgow and South-western Railway Company of the first part the Kilmarnock and Troon Railway Company of the second part and John Tindal notary public Edinburgh Commissioner of the Right Honourable Charlotte Scott Viscountess Ossington relict of the Right Honourable John Evelyn Denison Viscount Ossington heiress of entail in possession of the entailed lands lordship and barony of Kilmarnock and others in the county of Ayr conform to commission by her in favour of him and others dated the 11th and registered in the books of Council and Session the 14th both days of February 1888 whereby he has power by himself alone to enter into these presents of the third part.

WHEREAS the first parties are promoting a Bill in the present session of Parliament intituled "A Bill for conferring further powers upon the Glasgow "and South-western Railway Company for the construction of works the "acquisition of lands and the raising of money for abandoning certain railways

" and for other purposes" And whereas by the said Bill it is proposed to authorise the first parties to enter upon take use and appropriate to purposes connected with their undertaking certain lands at Kilmarnock in the Laigh Kirk parish of Kilmarnock in the county of Ayr lying between and on both sides of the Kilmarnock and Troon Railway and the branch therefrom to near the first parties station at Kilmarnock and at and adjoining Saint Marnock's Junction and also to abandon for the purposes of public traffic and discontinue the maintenance of inter alia that portion of the said Kilmarnock and Troon Railway at Kilmarnock lying between Saint Marnock's Street Kilmarnock and the junction of the Kilmarnock and Troon Railway with the said branch leading therefrom to near the first parties station at Kilmarnock and to vest in the Company the site and soil of the said portion of railway so proposed to be abandoned with power to the first parties to retain and hold and appropriate the same to the purposes of their undertaking and to sell lease or otherwise dispose of the same or of such parts thereof as may not be required for those purposes or some of them And whereas it is also proposed by the said Bill to authorise the first parties the Kilmarnock and Troon Railway Company and the owners of and other parties interested in the said lands at Kilmarnock proposed to be authorised to be acquired under the powers of the said Bill or any of them to enter into and carry into effect agreements with reference to the purchase sale excambion use and appropriation of the said lands and of the site and soil of the said portion of the Kilmarnock and Troon Railway at Kilmarnock proposed to be authorised to be abandoned and otherwise And whereas the parties hereto have agreed to enter into the excambion herein-after provided for Therefore the parties hereto agree and bind and oblige themselves as follows:

First. The second and third parties agree to the said proposed powers being obtained by the first parties.

Second. The third party as commissioner foresaid shall convey to the first parties the land extending to six acres and four hundred and seventy-one one thousandth parts of an acre or thereby imperial measure belonging to the said Viscountess Ossington at Kilmarnock as coloured red on the plan annexed and signed as relative hereto.

Third. The said land so far as situated on both sides of the Kilmarnock and Troon Railway and also so far as situated between the site of the Kilmarnock and Troon Railway to be abandoned and the said branch to near the station at Kilmarnock shall for all purposes form part of the undertaking of the Kilmarnock and Troon Railway Company.

Fourth. The first and second parties for their respective rights and interests shall in excambion convey to the said Viscountess Ossington the site and soil of that portion of the said Kilmarnock and Troon Railway authorised to be abandoned extending to one acre and seventy-one one thousandth parts of an acre or thereby imperial measure as the same is coloured green on the said plan annexed and signed as relative hereto.

Fifth. The said Viscountess Ossington shall form and complete and maintain a road of fifty feet in width marked "proposed road" on the said plan from Hamilton Street to the land to be conveyed by the third party as commissioner foresaid to the first parties.

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Sixth. The third party as commissioner foresaid agrees that the two level crossings shown upon the said plan shall be stopped up and discontinued and that all rights of way over the same shall be extinguished.

Seventh. The said Viscountess Ossington shall also pay and so free and relieve the first party of all claims at the instance of her tenants in respect of the land to be acquired by the first party and of the said level crossings to be shut up.

Eighth. The first parties shall pay to the said Viscountess Ossington the sum of eight hundred and fifty pounds being the amount of the excess of value of the land to be conveyed by the third party as commissioner foresaid to the first parties over and above the value of the site and soil of the portion of the Kilmarnock and Troon Railway to be abandoned to be conveyed by the first parties to the said Viscountess Ossington and in the event of the first parties requiring additional land the said Viscountess Ossington shall convey the same to them at the price of three hundred pounds per acre.

Ninth. The said land to be conveyed by the third party as commissioner foresaid to the first parties being held by the said Viscountess Ossington under entail the terms of this agreement shall not be binding on her in case the compensation to be fixed by the valuation of valuators or of a valuator appointed in terms of section nine of the Lands Clauses Consolidation (Scotland) Act eighteen hundred and forty-five should exceed the said sum of eight hundred and fifty pounds or the said price of three hundred pounds per acre or in case of the death of the said Viscountess Ossington unless her successor in the said entailed lands adopt the same which he shall be entitled to do but in the event of the said sum of eight hundred and fifty pounds or the said price of three hundred pounds per acre being so exceeded this agreement may in the option of the first parties be held as cancelled.

Tenth. This agreement is made subject to such alteration as Parliament may think fit to make thereon but if the committee on the Bill make any material alteration herein it shall be competent to either the first or third parties to withdraw the same.

In witness whereof these presents written on this and the two preceding pages of paper to be duly stamped by James Gibb Parke clerk at Glasgow to the said Glasgow and South-western Railway Company are together with the foresaid plan annexed hereto executed in duplicate by the parties hereto as follows :—They are sealed with the common or corporate seal of the said Glasgow and South-western Railway Company and subscribed by John Morton secretary of and for and on behalf of the said Company at Glasgow upon the ninth day of April in the year eighteen hundred and eighty-nine before these witnesses Thomas Brunton writer Glasgow and John McKerrow Hair also clerk at Glasgow to the said Company They are also subscribed by the said John Tindal as commissioner foresaid at Edinburgh on the tenth day of the said month of April and year last above mentioned before these witnesses James Silvester Sturrock writer to the Signet Edinburgh and John Oliphant Clerk to Melville and Lindesay writers to the Signet Edinburgh And they are sealed with the common or corporate seal of the said Kilmarnock and Troon Railway Company which is

marked with the title of "The Kilmarnock Railway Company" and subscribed by James Hamilton secretary of and for and on behalf of the said last-mentioned company at Kilmarnock on the fifteenth day of the said month of April and year last above mentioned before these witnesses William Middlemas and Hugh Barnett both writers Kilmarnock.

THOMAS BRUNTON
Witness

J. M. HAIR
Witness

Seal of the Glasgow and South-western Railway Company.

JOHN MORTON
Secy. G. & S. W. Ry.

W. MIDDLEMAS
Witness

HUGH BARNETT
Witness

Seal of the Kilmarnock and Troon Railway Company.

JAMES HAMILTON
Clerk, or Secy. K. & T. Ry. Coy.

JAMES S. STURROCK
Witness

J. OLIPHANT
Witness

JOHN TINDAL
Commissioner.

FOURTH SCHEDULE.

ENUMERATING SECTIONS OF EXISTING ACTS RELATING TO WAGGON ROAD OR PRIVATE RAILWAY REPEALED BY THE FOREGOING ACT.

Act.	Section.	Marginal Note of Section.
1 Victoria cap. cxvii	57	Owners of adjoining lands may make communications across the railway.
16 & 17 Victoria cap. cxlviii	16	For protection of Alexander Oswald Esquire of Auchincruive.
18 & 19 Victoria cap. xcvii	71	Certain provisions of repealed Acts to be enforceable as agreements.
21 & 22 Victoria cap. lxxiii	6	Saving rights.
28 & 29 Victoria cap. ccxlvi	37	Property of Alexander Haldane Oswald Esquire not to be taken without consent.
	38	Rates for conveyance of minerals from Auchincruive estate.
29 & 30 Victoria cap. ccviii	35	As to traffic on railways.
	36	Saving rights of Alexander Haldane Oswald Esquire.
41 & 42 Victoria cap. cciv	19	As to private railway of Richard Alexander Oswald Esquire.
42 & 43 Victoria cap. cxl	29	Saving rights of Richard Alexander Oswald to compensation.
44 & 45 Victoria cap. cxlix	49	Saving rights of Richard Alexander Oswald.

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