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VICTORIÆ REGINÆ.

Cap. ccxlvi.

An Act to enable the *Glasgow and South-western* Railway Company to make and maintain certain Railways in the County of *Ayr*; and for other Purposes. [5th *July* 1865.]

WHEREAS it is expedient that the *Glasgow and South-western* Railway Company (in this Act called "the Company") should be empowered to construct the Railways herein-after mentioned, and for that Purpose should be empowered to raise a further Sum of Money, and that further Powers should be conferred upon them: And whereas Plans and Sections showing the Lines and Levels of the proposed Railways, and Books of Reference to such Plans, have been deposited with the Principal Sheriff Clerks for the County of *Ayr*: 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,)

1. This Act may be cited for all Purposes as "The *Glasgow and South-western* Railway (*Ayrshire* Lines) Act, 1865." Short Title.

8 & 9 Vict. cc. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and also Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part II. (relating to additional Capital) and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or varied by the Provisions of this Act, are incorporated with and form Part of this Act.

Same Meanings to Words in this Act as in incorporated Acts.

3. Except as is by this Act otherwise provided, the several Words and Expressions to which in Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to raise additional Capital by new Shares.

4. The Company may from Time to Time raise for the Purposes of this Act by the Creation of new Shares or Stock such Sums as they think fit, not exceeding in the whole the Sum of Three hundred thousand Pounds, and may create and issue such Shares or Stock either wholly or partially as ordinary or wholly or partially as preferential Shares or Stock, as they may think fit: Provided that any preferential Shares or Stock which may be issued by the Company under the Authority of 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 issue until One Fifth paid up.

5. It shall not be lawful for the Company to issue any Share created 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 or Stock.

6. At all General Meetings of the Company every Holder of Shares or Stock created under this Act shall have the Rights 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.

7. If

Power to raise Capital under any other Act of this Session and this Act by new Shares or Stock of One Class.

7. If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the Company are authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, 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 the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Power to borrow on Mortgage.

8. The Company may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole One hundred thousand Pounds, for the Purposes of this Act, but no Part of the said Sum of One hundred thousand Pounds shall be borrowed until the whole of the said additional Capital of Three hundred thousand Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been actually paid up, nor until the Company shall have proved to the Sheriff who is to certify, under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all the said additional Capital of Three hundred thousand Pounds has been subscribed for or taken, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount thereof has been paid on each Share, and that such Capital has been taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of the Sheriff under that Section shall be sufficient Evidence.

Former Mortgages to have Priority.

9. All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, and all funded Debt of the Company existing at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages and Bonds respectively, or to which such funded Debt shall attach, have Priority over all Mortgages granted by virtue of this Act.

Application of Money raised under Act.

10. All Money raised under the Powers of this Act by the Creation of new Shares or Stock or on Mortgage shall be applied only to the Purposes by this Act authorized.

Powers for compulsory Purchases limited.

11. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

12. The

Lands for extraordinary Purposes.

12. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may, by Agreement, purchase any Quantity of Land not exceeding Twenty Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Power to make Railways.

13. Subject to the Provisions in this Act and in the Acts wholly or partially incorporated herewith contained, the Company may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways following, with all proper Works, Stations, Approaches, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands shown on the deposited Plans as they may require for those Purposes; (that is to say,)

Railway No. 1., a Railway commencing by a Junction with the *Glasgow and South-western* Railway, at or near a Point thereon Six hundred and fifty Yards or thereabouts to the Southward of the Bridge thereon by which the Turnpike Road between *Ayr* and *Kilmarnock* is carried over the same, and terminating by a Junction with the *Glasgow and South-western* Railway at or near the Passenger Booking Office at *Mauchline* Station, which Railway No. 1. will pass from, through, or into the Parishes of *Newton-upon-Ayr*, *St. Quivox*, *Tarbolton*, and *Mauchline*, or some of them, in the County of *Ayr*:

Railway No. 2., a Railway commencing by a Junction with the *Glasgow and South-western* Railway at or near a Bridge thereon by which the Turnpike Road between *Ayr* and *Kilmarnock* is carried over the same, and terminating by a Junction with Railway No. 1. at or near a Point Five hundred Yards or thereabouts to the South-eastward of the last-mentioned Bridge; which Railway No. 2. will be wholly situate in the Parish of *Newton-upon-Ayr* in the County of *Ayr*:

Railway No. 3., a Railway commencing at or near a Point Seventy Yards or thereabouts to the Westward of the Eastern Entrance to the Slip Dock of the Shipbuilding Yard on the North Quay of the Harbour of *Ayr*, and terminating by a Junction with the *Glasgow and South-western* Railway at or near the Bridge thereon by which the Turnpike Road between *Ayr* and *Kilmarnock* is carried over the same; which Railway No. 3. will be wholly situate in the Parish of *Newton-upon-Ayr* in the County of *Ayr*:

Railway No. 4., a Railway commencing by a Junction with the *Glasgow and South-western* Railway between *Holybush* Station and *Patna* Station at or near a Point thereon Three hundred and seventy Yards or thereabouts to the Southward of the Bridge by

by which the Road leading to *Holehouse* Farm Steading is carried under the same, and terminating by a Junction with the Railway next herein-after described at or near a Point Seven hundred and forty Yards or thereabouts to the Eastward of *Drumsmeddan* Farm Steading, in the Occupation of *George Brown*; which Railway No. 4. will pass from, through, or into the Parishes of *Dalrymple*, *Coylton*, and *Ochiltree*, or some of them, in the County of *Ayr*:

Railway No. 5., a Railway commencing by a Junction with Railway No. 1. at or near a Point One hundred and seventy Yards or thereabouts to the Eastward of *Little Bogend* Farm Steading, in the Occupation of *William Gemmell*, and terminating by a Junction with Railway No. 4. at or near a Point Seven hundred and forty Yards or thereabouts to the Eastward of *Drumsmeddan* Farm Steading, in the Occupation of *George Brown*; which Railway No. 5. will pass from, through, or into the Parishes of *Tarbolton*, *Coylton*, *Stair*, and *Ochiltree*, or some of them, in the County of *Ayr*:

Railway No. 6. (on the deposited Plans designated "Railway No. 7."), a Railway commencing in the Lands of *Rankinston* at or near a Point Seven hundred and thirty Yards or thereabouts to the South-eastward of *Barnhill* Cottage, in the Occupation of *John Smith*, and terminating by a Junction with Railway No. 4. at or near a Point Five hundred and thirty Yards or thereabouts to the Southward of *Waterton* Farm Steading, in the Occupation of *John Murray*; which Railway No. 6. will pass from, through, or into the Parishes of *Coylton* and *Ochiltree*, or One of them, in the County of *Ayr*:

Provided always, that it shall not be lawful for the Company to purchase, otherwise than by Agreement, any Lands required for the Purposes of the Railway No. 6. by this Act authorized.

Railways to form Part of Undertaking of Company.

14. The Railways, Works, Stations, Approaches, and Conveniences authorized by this Act shall, for the Purpose of Tolls, Rates, and Charges, and for all other Purposes whatsoever, form Part of the Undertaking of the Company: Provided always, it shall not be lawful for the Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the Railways by this Act authorized, or any Part thereof, than Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, One Penny Halfpenny *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny *per* Mile in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such

Conveyance, unless in the Case of Passengers travelling by Special Trains.

For Protection of Major Hamilton Campbell.

15. The Company shall not before the First Day of *October* One thousand eight hundred and sixty-seven construct that Portion of Railway No. 1. which is shown on the deposited Plans as passing through the Property of Major *Charles Vereker Hamilton Campbell* in the Parish of *Mauchline*, or give any Notice of their Intention to purchase or take any of the said Property, and the Company shall use their utmost reasonable Endeavours to obtain Powers from Parliament during the Year One thousand eight hundred and sixty-six for making a Deviation in the Line of the said Railway so as to carry the same to the Northward of the *Bogwood* Home Farm Steading, and for the Abandonment of so much of the Line of the said Railway as defined on the deposited Plans as will become unnecessary by the making of such Deviation; and if an Act for the Purpose be not obtained during the Year One thousand eight hundred and sixty-six, the said Major *Charles Vereker Hamilton Campbell*, or other the Owner for the Time being of the aforesaid Property, may, at the Expense in all things of the Company, apply for and endeavour to obtain in the Year One thousand eight hundred and sixty-seven an Act for that Purpose, and the Company shall afford all proper Facilities on their Part for the obtaining of the said Act.

Certain Roads may be crossed on the Level.

16. Subject to the Provisions in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," contained, the Company may carry the Railways respectively with a Double Line of Railway across and on the Level of the Roads numbered on the deposited Plans as follows; (that is to say,)

Railway.	Number on Plan.	Parish.	Description of Road.
Railway No. 1. -	5	Newton-upon-Ayr	Parish Road with private Railway.
Railway No. 3. -	54	Ditto - -	Parish Road or Street.
Ditto - -	62	Ditto - -	Public Servitude Road.
Ditto - -	64	Ditto - -	Ditto.

Regulating Inclinations of certain Roads.

17. As regards the Roads next herein-after mentioned, the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads respectively; (that is to say,)

Glasgow and South-western Railway (Ayrshire Lines) Act, 1865.

Railway.	No. on Plan.	Parish.	Description of Road.	Intended Inclination.
Railway No. 1.	14	Tarbolton	Turnpike Road -	1 in 20 below the Bridge.
Ditto - -	45	Ditto -	Ditto -	1 in 20 on one Side, and level on the other.
Ditto -	68	Ditto -	Ditto -	1 in 10 on one Side, and level on the other.
Ditto - -	80	Ditto -	Parish Road -	1 in 16 on one Side.
Ditto -	15	Mauchline	Turnpike Road -	1 in 15 on one Side.
Railway No. 5.	31	Tarbolton	Turnpike Road -	1 in 20.
Ditto -	34	Ditto -	Ditto -	1 in 15 on one Side.
Ditto - -	37	Ditto -	Ditto -	1 in 12 on one Side.
Ditto -	47	Ditto -	Ditto -	1 in 20.
Ditto - -	38	Ochiltree	Parish Road -	1 in 13 on one Side, and level on the other.

Width of certain Bridges over Railways.

18. The Company may make the Roadway of the Bridges for carrying the Roads next herein-after mentioned over the Railways of any Width between the Fences thereof not less than the Width herein-after mentioned in connexion with those Roads respectively; (that is to say,)

Railway.	No. on Plan.	Parish.	Description of Road.	Width between Fences.
Railway No. 1.-	18	Newton-upon-Ayr	Public Servitude Road.	20 Feet.
Ditto -	30	Ditto	Ditto -	20 Feet.
Ditto -	3	St. Quivox -	Ditto -	20 Feet.
Ditto -	20	Ditto -	Parish Road -	20 Feet.
Ditto -	14	Tarbolton -	Turnpike Road -	30 Feet.
Ditto -	45	Ditto -	Ditto -	25 Feet.
Ditto -	68	Ditto -	Ditto -	30 Feet.
Ditto -	80	Ditto -	Parish Road -	20 Feet.
Railway No. 4.-	18	Coylton -	Ditto -	20 Feet.
Railway No. 5.-	26	Coylton -	Turnpike Road -	30 Feet.
Ditto -	4	Ochiltree -	Parish Road -	20 Feet.
Ditto -	75	Stair - -	Ditto -	20 Feet.
Ditto -	25	Ochiltree -	Ditto -	20 Feet.

Dimensions of certain Bridges under Railways.

19. The Company may make the Bridges for carrying the Railways over the Roads next herein-after mentioned of any Dimensions, not less than the Dimensions herein-after mentioned, in connexion with those Roads respectively; that is to say,

Glasgow and South-western Railway (Ayrshire Lines) Act, 1865.

Railway.	Number on Plan.	Parish.	Description of Road.	Dimensions of Arch.	
				Span.	Height.
Railway No. 1.-	58	St. Quivox -	Turnpike Road	30 Feet	16 Feet
Ditto -	1	Tarbolton -	Ditto -	30 „	16 „
Ditto -	117	Ditto -	Ditto -	30 „	16 „
Ditto -	136	Ditto -	Parish Road -	20 „	15 „
Ditto -	20	Mauchline -	Turnpike Road	25 „	16 „
Railway No. 4.-	48	Dalrymple -	Ditto -	30 „	16 „
Railway No. 5.-	38	Ochiltree -	Parish Road -	20 „	15 „

Certain Roads or Footpaths may be stopped up.

20. The Company may stop up permanently the Roads and Footpaths next herein-after mentioned, without substituting other Roads or Footpaths therefor:

Railway.	Number on Plan.	Parish.	Description of Road or Footpath.
Railway No. 5.-	7	Ochiltree -	Old Parish Road or Footpath.
Ditto -	14	Ditto - -	Ditto.

Period for Completion of Railways.

21. The Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers granted by this Act for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Penalty if Railways not completed within Time limited.

22. After the Expiration of the Period by this Act limited for the Completion of the Railways, if the same respectively (other than Railway No. 6.) be not then completed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the same shall be completed and opened for public Traffic; 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 and opening such Railways by unforeseen Accident or Circumstances beyond their Control; but Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Company to apply to Parliament for a Bill to make certain Lines.

23. And whereas certain Railways were proposed to be authorized by a Bill which was introduced into Parliament in the present Session, entitled *A Bill for making a Railway from* Ayr *to* Muirkirk, *with Branches in the County of* Ayr, *and for other Purposes*: And whereas the Railways proposed by the said Bill, or some of them, were

were promoted in competition with certain other Lines promoted by the Company, and it was arranged between the Promoters of the said Bill and the Company, that, in consideration of the Withdrawal of the said Bill, the Company should apply to Parliament in the next Session for an Act to enable them to construct the Railways hereinafter mentioned within the District through which the proposed Railways would have passed: Therefore the Company shall apply to Parliament in the Year One thousand eight hundred and sixty-six for, and shall use their best Endeavours to obtain, an Act to enable them to make a Railway commencing at or near *Drumsmeddan* by a Junction with Railway No. 5., and terminating at or near *Cronberry* by a Junction with their *Muirkirk* Branch, in the Line as nearly as may be of the Railways between the said Points proposed to have been authorized by the Bill withdrawn as aforesaid, together with a Junction Line to connect the Railway so to be applied for with the *Cumnock* Extension Railway of the Company near the Point where the proposed Railway will cross the said *Cumnock* Extension.

Regulating Trains and Charges on certain Portions of Railway.

24. When the continuous Communication between *Ayr* and *Muirkirk* is completed by the Execution of the Railways hereby authorized, and those to be applied for in the next Session of Parliament as by this Act provided, the Company shall and they are hereby required to run a Morning and Evening Passenger Train each Way daily as the Minimum between *Ayr* and *Muirkirk viâ Drumsmeddan*, for the Accommodation of the District traversed; and in computing the Charges for Conveyance of all Minerals passing between any Point on the Company's Railway in *Ayrshire* Southward of *Polwhap* and the Line to be applied for as aforesaid, or those by this Act authorized, so far as situate to the Westward of the Company's *Cumnock* Extension Railway, there shall be deducted or allowed Two Miles from the actual Distance such Minerals are so conveyed, and the Distance as so diminished shall be that charged for.

Defining "Caledonian Railway Traffic" for Purposes of Act.

25. The Expression "*Caledonian* Railway Traffic," as hereinafter used, shall mean and be held to apply only to Traffic of every Description passing or destined or directed to pass by means of the Extension, under an Act of the present Session, of the *Caledonian* Railway Company's *Douglas* Branch to *Muirkirk*, between the Junction of such Extension Line with the Company's Railway at *Muirkirk* as the Eastern Terminus and the Towns and Harbours of *Ayr* and *Troon* as the Western Termini, and all intermediate Places, by the Two Routes following, *viz.*, *viâ Auchenleck*, *Mauchline*, and *Little Bogend*, and *viâ Cronberry*, *Drumsmeddan*, and *Little Bogend*, when completed and opened for Traffic.

Through Booking in favour of Caledonian Railway.

26. The Company shall give to the *Caledonian* Railway Company in respect to *Caledonian* Railway Traffic all such Facilities as are usual or useful for the convenient working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic, and give such Facilities as effectually, regularly, and expeditiously as if it were their own proper Traffic, or Traffic which they were desirous of cultivating to the utmost, and shall not give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to them of the Proportion of Receipts from such Traffic as herein-after provided.

Traffic to be forwarded as consigned.

27. The Company shall forward all *Caledonian* Railway Traffic tendered to them by the *Caledonian* Railway Company over such Portions of the Company's Lines as may from Time to Time be directed by the *Caledonian* Railway Company, and all such Traffic specially consigned by the Public as to be conveyed by the *Caledonian* Railway Company's Route shall be sent by such Route.

Caledonian Company may employ their own Clerks to book Passengers.

28. The *Caledonian* Railway Company shall, as respects the Passenger Traffic comprehended in *Caledonian* Railway Traffic, be entitled to and may at their own Cost employ their own Clerks for booking such Traffic at any present or future Passenger Station or Stations on the aforesaid Portions of the Company's Lines, and the Company shall provide the necessary Accommodation for such Clerks at such Station or Stations: Provided always, that such Clerks shall be subject to the Regulations of the Company from Time to Time in force at such Station or Stations, and the Payment for the Accommodation so provided by the Company shall be determined by Agreement, or, in case of Difference, by Arbitration, in manner herein-after mentioned.

Caledonian Company may employ their own Agents for Goods Traffic.

29. The *Caledonian* Railway Company shall, in respect of Goods, Animals, and Mineral Traffic, comprehended in *Caledonian* Railway Traffic, be at liberty, at their own Cost, to employ at any of the present or future Goods or Mineral Stations on the aforesaid Portions of the Company's Lines such Clerks or Agents as they may think proper, for the Purpose of invoicing, collecting, delivering, and carting *Caledonian* Railway Traffic, and for such Purpose may enter and use any such Station or Stations, subject nevertheless to the Regulations of the Company from Time to Time in force thereat; and the Company shall for the Cartage so performed, when the Rate charged for

for such Traffic includes Cartage, allow to the *Caledonian* Railway Company an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations.

Fixing of Rates and Fares.

30. The *Caledonian* Railway Company shall have Power to fix the Rates and Fares for all *Caledonian* Railway Traffic, and the Receipts arising from such Traffic shall, after Deduction of Government Duty and the usual Terminals from Time to Time allowed by the Railway Clearing House (which shall belong and be paid to the Companies respectively entitled thereto), and any Portion of Through Rate or Fare which may be due to other Railway Companies concurring in such Through Rates or Fares, be divided between the Company and the *Caledonian* Railway Company by Mileage, according to the actual Distance travelled over their respective Railways: Provided always, that the Company shall in no Case receive in such Division a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, *per* Mile	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each, *per* Mile	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile	0	·37
Parcels, each, *per* Mile	0	·05
Fish, *per* Ton *per* Mile	1	·60
Horses, if only One, *per* Mile	1	·93
Ditto, if Two, *per* Mile	2	·89
Ditto, if Three, *per* Mile	3	·85
Carriages, each, *per* Mile	2	·03
Dogs, each, *per* Mile	0	·19
Goods and Minerals, average Rate *per* Ton *per* Mile	0	·80
Live Stock, *per* Truck *per* Mile	3	·00

Provided

Provided always, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration, in manner herein-after provided, whether any such Alteration has taken place in the Cost of working or in the Charges made to the Public at the Time as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company as aforesaid; and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for him or them to make such Alteration therein as he or they shall think proper.

Facilities not to be given for Traffic sent by a circuitous Route.

31. It shall not be necessary for or incumbent on the Company to grant any of the Facilities or Advantages herein-before provided in respect of any Traffic sent by any unreasonably circuitous or inconvenient Route, and any Difference which may arise in respect to this Provision shall be settled by Arbitration in manner herein-after provided.

Running Powers.

32. The *Caledonian* Railway Company may run over and use, with their Engines, Trucks, and Carriages of every Description, such Portions of the Company's Lines as may be necessary to be used to enable *Caledonian* Railway Traffic to reach its Destination, and the Stations, Watering Places, Works, and Conveniences upon and connected with the Company's Lines; and the *Caledonian* Railway Company and the Company shall respectively be entitled to the Conveniences and Privileges, and be subject to the Regulations and Obligations, herein-after mentioned; (that is to say,)

1. The *Caledonian* Railway Company shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which *Caledonian* Railway Traffic shall be conveyed by them for the whole Distance for which it shall be so conveyed upon their own Railways and the Railways of the Company: From the said Through Rate shall be deducted in the first place the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic, according to the Regulations of the Railway Clearing House in force for the Time being, which shall belong and be paid to the Companies respectively entitled thereto; and in the second place Twenty-five *per Centum* of the Amount remaining, after deducting the said Duties and Terminals as aforesaid, which Per-centage shall be retained by the *Caledonian* Railway Company on account of their Working Expenses in relation to such Traffic; and the Residue shall be apportioned among the Companies entitled thereto by an equal Mileage Rate according to the said Regulations, for the total Distance for which such Traffic shall be conveyed by the *Caledonian* Railway

Railway Company upon their own Railways and the Railways of the Company: Provided always, that, after Deduction of the said Duties and Terminals as aforesaid, the Company shall in no Case receive a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile - - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile - - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, *per* Mile - -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile - - -	0	·54
Passengers by Excursion Trains in covered Carriages, single Journey, each, *per* Mile - -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile - - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile - - -	0	·37
Parcels, each, *per* Mile - - - -	0	·05
Fish, *per* Ton *per* Mile - - - -	1	·60
Horses, if only One, *per* Mile - - -	1	·93
Horses, if Two, *per* Mile - - - -	2	·89
Horses, if Three, *per* Mile - - -	3	·85
Carriages, each, *per* Mile - - - -	2	·03
Dogs, each, *per* Mile - - - -	0	·19
Goods and Minerals, average Rate *per* Ton *per* Mile	0	·80
Live Stock, *per* Truck *per* Mile - - -	3	·00

Subject as aforesaid to Deduction of Twenty-five *per Centum* for Working Expenses: Provided also, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration, in manner herein-after provided, whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company; and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall

be lawful for him or them to make such Alteration therein as he or they shall think proper:

2. The Use, on and over the aforesaid Portions of the Railways of the Company, of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the *Caledonian* Railway Company, with their Servants properly accompanying their Trains:

3. The Use of sufficient Engine Stables, Coking-places, Water, Gas, and other Conveniences to be provided by the Company in connexion with their Lines, to the Extent and at Charges to be from Time to Time fixed by Agreement or Arbitration:

4. The joint or separate Use of the Offices, Warehouses, Stations, Sidings, and other Accommodation at the several Stations, Wharves, stopping, loading, and unloading Places, Sidings, and Junctions of the aforesaid Portions of the Company's Lines, the Extent of such Use and the Nature of the Arrangements for working the Traffic at the respective Places to be determined by Agreement or by Arbitration, and the Payment for the same to be the Terminals as respects Goods, Animals, and Mineral Traffic, and as respects Passenger Traffic to be such special Payment, if any, as may be determined by Agreement or by Arbitration; and further, if at the Request of the *Caledonian* Railway Company the Arbitrator shall order any Enlargement or Alteration of any of the said Stations or Places, such Enlargement or Alteration shall be made by the Company, and the annual Payment therefor, if any, shall be settled by Agreement or by Arbitration:

5. The *Caledonian* Railway Company may appoint at the Stations on the aforesaid Portions of the Company's Lines such Porters, Clerks, Agents, and other Servants and Officers, for the Reception, handling, booking, invoicing, forwarding, and managing their Traffic, as they may think proper, receiving for the Expense of such Services such Sum as may be from Time to Time fixed by Agreement or Arbitration, and as respects Cartage an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations:

6. The Hours of Arrival and Departure of the Trains run by the *Caledonian* Railway Company shall, in case of Difference, be fixed by Arbitration:

7. If the *Caledonian* Railway Company or the Company shall complain of any Infringement of the Enactments in this Section contained, or if any Difference shall arise between the said Companies as to the proper Construction of any of the said Enactments, or as to anything which ought or ought not to be

be done thereunder, or in any way in consequence thereof, every such Complaint or Difference shall be settled by Arbitration as herein-after provided:

8. The *Caledonian* Railway Company shall, in the Use of the Railways run over, be subject to the Byelaws and Regulations for the Time in force of the Company.

Local Traffic not to be interfered with.

33. Nothing in this Act contained shall authorize the *Caledonian* Railway Company to carry or interfere with any Traffic arising and terminating on the Railways of the Company.

Caledonian Company to be equally favoured as any other Company.

34. If the Company grant to any other Company in respect of Traffic competitive with *Caledonian* Railway Traffic a Rate or Fare on or beyond the aforesaid Portion of the Company's Lines which in Division gives to the Company a lower Minimum than is herein-before stated, or greater Facilities and Advantages than are herein-before granted or intended to be granted to the *Caledonian* Railway Company, they shall grant the same Rates, Fares, Facilities, and Advantages to the *Caledonian* Railway Company, and the Minimum herein-before fixed shall not apply to such Rates or Fares.

Accounts to be kept by Company fixing Rate.

35. Proper Accounts shall be kept by the *Caledonian* Railway Company in respect of "*Caledonian* Railway Traffic," and the Company shall have Access to such Accounts whenever they think fit; and in the event of any Difference arising between the *Caledonian* Railway Company and the Company as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by Arbitration in the Manner herein-after provided.

Differences to be settled by Arbitration.

36. If any Difference shall arise between the *Caledonian* Railway Company and the Company as to the Construction, Meaning, or Intent of any of the Provisions herein contained in respect to the Running Powers and Facilities herein granted and provided, or in relation to any Matter arising out of or consequent on or incidental to any of such Provisions, or as to the Compliance with or the carrying out of the Spirit and Intention of such Provisions by either of the said Companies, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration; and the Arbitrator, Arbitrators, or Umpire acting in any such Arbitration shall have Power to order such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award and fix the Amount of the Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions or any of them, and in respect of any Neglect or Refusal of the said Companies respectively to perform

and

and carry out any Award or Order made by such Arbitrator, Arbitrators, or Umpire, or by any other Arbitrator, Arbitrators, or Umpire, under any previous Arbitration as to any of the Matters aforesaid.

Property of Alexander Haldane Oswald, Esquire, not to be taken without Consent.

37. Whereas *Alexander Haldane Oswald* Esquire, of *Auchincruive*, as Heir of Entail in Possession of the Estate of *Auchincruive*, has Right to a Yard and Wharf situate on the North Side of the Harbour of *Ayr*, and to a Waggon Road or private Railway to connect his Estate with the said Yard and Wharf, but which Waggon Road or private Railway has not yet been fully constructed, nothing in this Act or in the Acts incorporated herewith contained shall authorize the Company, without the special Consent in Writing of the said *Alexander Haldane Oswald*, or his Successors in the said Estate, to enter upon, take, or use any of the Lands in, upon, or through which the said Yard and Wharf or the said Waggon Road or private Railway are situated or are or may hereafter be constructed, in conformity with the existing Rights and Titles of the said *Alexander Haldane Oswald*, all which Rights and Titles are hereby reserved entire to him and his Successors in the said Estate.

Rates for Conveyance of Minerals from Auchincruive Estate.

38. And whereas the said *Alexander Haldane Oswald* has Right at any Time, under the Act 16th and 17th *Victoria*, Chapter 148, Section 16, to construct the said Waggon Road or private Railway across the Lines of the Company on the Level thereof at or near *Ayr*, and it is expedient, in the Interest of the Company and the Public, to lessen the Extent of the Use of such level Crossings: Therefore the Company shall be bound at all Times, when required by the said *Alexander Haldane Oswald*, or his Successors in the entailed Estate of *Auchincruive*, to carry on and over their several Railways, made or to be made, to the Harbour of *Ayr*, the Minerals got in the said Estate, and also all Pig Iron produced at any Iron Works at which such Minerals are used, at a Rate which shall include Tolls, Waggons, and Haulage, as well as all Charges for the Use of Wharfs, Basins, Loading Places, or Stations, not exceeding Sixpence *per* Ton, provided the Distance the said Minerals and Pig Iron may be so carried does not exceed Four Miles, and also to carry such Minerals and Pig Iron as aforesaid from or through any Part of the said Estate to any other Point on the Company's Main Line or Branches for Distances not exceeding Six Miles at the following Rates *per* Ton, including Tolls, Waggons and Haulage, *viz.*, for Distances not exceeding Four Miles Sixpence, not exceeding Five Miles Sevenpence, and not exceeding Six Miles Eightpence: Provided always, that nothing in this Act contained shall extinguish or prejudice the Right of the said *Alexander Haldane Oswald* and his Successors in the said Estate to construct the said Waggon Road

or

or private Railway across the Lines of the Company on the Level thereof as aforesaid, if he or they should at any Time hereafter find it necessary so to do.

For Protection of Ayr Harbour Trustees.

39. Whereas the *Ayr* Harbour Trustees intend to construct a Dock or Tidal Basin on a Portion of the Lands by this Act authorized to be taken by the Company for the Construction of the Railway No. 3., and numbered on the Plans deposited as aforesaid 1 to 36, both inclusive, in the Parish of *Newton-upon-Ayr*: Therefore, in the event of the Company having, within Two Years after the passing of this Act acquired the said Lands or any Part thereof, under the Authority of this Act, and in the event of the said Trustees resolving within the same Period to construct the said Dock or Tidal Basin, and giving Notice in Writing of such Resolution to the Company, the Company shall be bound to consent to and concur in any Acts or Proceedings which may be necessary for enabling the said Trustees to acquire such of the said Lands as may be required for the said Dock or Tidal Basin, on Payment by them to the Company of the fair marketable Value of the said Lands as at the Date of the passing of this Act.

Rails at Ayr Harbour to be under Control of Harbour Trustees.

40. The Rails and other Works to be laid or constructed at the Harbour of *Ayr* under the Authority of this Act, on the Lands or Property now belonging to the *Ayr* Harbour Trustees, or which may be acquired by them under the Provisions of the preceding Section, shall be under the Control of the said Trustees; and the Company shall be subject to such Rules and Regulations as may from Time to Time be made by the said Trustees for the Working and Management of the Traffic on the said Rails and Works.

Saving Rights of the Crown.

41. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in the Right of Her Crown, without the previous Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority now or from Time to Time vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Interest not to be paid on Calls paid up.

42. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares or Stock, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Holder of Shares or Stock on the Amount of the Calls actually made in respect of the Shares or Stock held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any such Holder such Interest on any Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

43. 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 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.

44. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized or the Company 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, authorized by this or any other Act relating to the Company.

Expenses of Act.

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

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