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The Glasgow and South-western Railway (Kilmarnock Direct) Act, 1865.

Short Title.

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

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 incorporated Acts as in this Act.

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 Five 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

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.

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 and sixty-six thousand six hundred Pounds for the Purposes of this Act, but no Part of the said Sum of One hundred and sixty-six thousand six hundred Pounds shall be borrowed until the whole of the said additional Capital of Five 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 Five 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.

11. Subject

Power to take Lands.

11. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans, and described in the deposited Books of Reference.

Powers for compulsory Purchase of Lands limited.

12. 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.

Lands for extraordinary Purposes.

13. 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 according to deposited Plans.

14. Subject to the Provisions in this Act contained, the Company may from Time to Time make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railways following, with all proper Works, Stations, Approaches, and Conveniences connected therewith; that is to say,

Railway No. 1.

A Railway commencing by a Junction with the authorized Line of the *City of Glasgow Union* Railway, designated Railway No. 4 in the "*City of Glasgow Union* Railway Act, 1864," in the Parish of *Govan* in the County of *Lanark*, and terminating by a Junction with the *Glasgow and South-western* Railway in the Parish of *Kilmarnock* in the County of *Ayr*:

Railway No. 2.

A Railway commencing by a Junction with Railway No. 1 in the Parish of *Cathcart* in the County of *Renfrew*, and terminating by a Junction with the *Caledonian* Railway in the Parish of *Govan* in the County of *Lanark*.

Railways to form Part of Undertaking of Company.

15. The Railways, Works, Stations, Approaches, and Conveniences authorized by this Act shall, for all Purposes whatsoever, except for the Purpose of Tolls, Rates, and Charges, form Part of the Undertaking of the Company.

Regulating Inclinations of certain Roads.

16. 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,)

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——	No. on Plan.	Parish.	Description of Road.	Intended Inclination.
Railway No. 1 -	49	Mearns - -	Parish -	1 in 14 on one Side, and level on the other.
„ „ -	103	Stewarton -	Parish -	1 in 10.
„ „ -	158	Stewarton -	Turnpike	1 in 20 on one Side, and 1 in 24 on the other.

Regulating Span and Height of Bridge over Busby Railway.

17. It shall be lawful for the Company to construct the Bridge for carrying the Railway No. 1 over the *Busby* Railway of such Dimensions as they shall think fit; provided that the Span of the said Bridge shall not be less than Twenty-eight Feet, and that it shall have a clear Headway throughout of not less than Fourteen Feet above the Level of the Rails of the *Busby* Railway at the Point of crossing, and that the said Bridge shall be so placed as to admit of the Formation in the most convenient Manner of a double Line of Rails on the said *Busby* Railway.

Company to execute a Portion of Railway No. 1. with Four Lines of Railway, of which Two Lines are to belong to the Crofthead and Kilmarnock Extension Railway Company.

18. Whereas the Power to form a Portion of the *Crofthead and Kilmarnock Extension* Railway (shown on the Plans deposited in the Office of the Principal Sheriff Clerk of the County of *Ayr* in reference to the Bill introduced into Parliament this Session for authorizing the Construction of that Railway between the Point marked on the said Plans Ten Miles Four Furlongs from the Commencement of the said Railway at *Crofthead* and the Point marked thereon Fourteen Miles Two Furlongs from such Commencement) has been relinquished by the Promoters of that Railway on the Understanding that the *Crofthead and Kilmarnock Extension* Railway Company shall apply to Parliament next Session for Power to form a Junction in or near the Parish of *Stewarton*, between their Railway and Railway No. 1 by this Act authorized, at some Point between the Points on the deposited Plans of the last-mentioned Railway denoting respectively Seventeen Miles Two Furlongs and Eighteen Miles Two Furlongs, and also a Junction between the said Railways at or near *Kilmarnock* at a Point to be settled by the Engineers of the Two Companies, or, failing Agreement, by an Engineer to be appointed by the Board of Trade on the Application of either Company, and that the Company shall not directly or indirectly oppose such Application; and that in the event of the *Crofthead and Kilmarnock Extension* Railway Company being authorized to form such Junctions, the Company shall construct the Portion of Railway No. 1 situate between such respective Junctions with Four Lines of Railway, Two of which Lines are to be the exclu-

sive Property of the *Crofthead and Kilmarnock Extension* Railway Company: Therefore, if the *Crofthead and Kilmarnock Extension* Railway Company shall, within Three Months after the passing of this Act, give Notice in Writing to the Company of their Desire to effect such Junctions, and shall in the next Session of Parliament be authorized to form such Junctions, the Company shall, at the Sight and to the Satisfaction of the Engineer of the *Crofthead and Kilmarnock Extension* Railway Company, or, in case of Dispute, at the Sight and to the Satisfaction of an Engineer to be appointed by the Board of Trade on the Application of either Company, construct that Portion of Railway No. 1 by this Act authorized, so far as situate between the aforesaid Junctions, with Four Lines of Railway; and the *Crofthead and Kilmarnock Extension* Railway Company shall pay to the Company One Half of the whole Cost of the said Portion of Railway to be so constructed with Four Lines of Railway as aforesaid, and that from Time to Time as the said Cost is expended, with Interest on such Cost at the Rate of Five *per Centum per Annum* from the respective Periods of Payment of such Cost by the Company, as the Amount of such Cost shall, in case of Difference, be determined by Arbitration under the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845;" and after the Completion thereof the Two Westmost of such Four Lines of Railway, and the whole Land and Works on the Western Side of the centre Line of the said Portion of Railway, shall belong to and be the exclusive Property of the *Crofthead and Kilmarnock Extension* Railway Company, and shall form Part of their Undertaking, and be maintained by them, and that Company shall be entitled to demand and recover the same Tolls, Rates, and Charges in respect of the Use thereof, and the Conveyance of Traffic thereon, which they are at the Time authorized to demand and recover in respect of the Use of the Remainder of the *Crofthead and Kilmarnock Extension* Railway, and the Conveyance of Traffic thereon; and it shall not be lawful in the event above mentioned for the Company to open for public Traffic any Part of that Portion of the Railway which is to be constructed with Four Lines of Railway as aforesaid until the whole of such Portion of Railway is completed with Four Lines of Railway.

Period for completion of Railways.

19. 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

20. After the Expiration of the Period by this Act limited for the Completion of the Railways, if the same be not then completed the

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.

within Time limited.

21. In constructing the Railway herein firstly described the Company shall be bound to carry and construct the same over *Thistle Street* within the City of *Glasgow* by a Bridge of One Span from the Building Line on the one Side to the Building Line on the other Side, having a clear Headway throughout of not less than Eighteen Feet from the Centre of the Carriageway, and without any intermediate Supports; and in constructing the said Railway over *Hospital Street* and *Cumberland Street* at their Junction, and over *Crown Street* and *Caledonian Road* at their Junction, all within the City of *Glasgow*, the Company shall be bound to carry the Railway over these Streets by Bridges having a clear Height throughout from Building Line to Building Line of not less than Eighteen Feet, and having no intermediate Supports, except Two Iron Pillars of not more than Eighteen Inches Diameter to be placed on the Line of the Kerb Stone of the Foot Pavement on either Side of the Carriageway of said Streets; and the Company shall be bound to place and thereafter keep and maintain in proper Repair on each of said Pillars Four Lamps, to be approved of by the Architect of the said City for the Time being, and to keep the same well and sufficiently lighted during the same Hours as the public Lamps of the said City.

As to Construction of Railway over Thistle Street, Hospital Street, Cumberland Street, Crown Street, and Caledonian Road.

22. The Design and Structure of every such Bridge shall be such as shall be settled and agreed by the Engineer for the Time being of the Company and the Architect of the City for the Time being, or, in case of Difference between them, by an Engineer or Architect to be named by them, or if within One Calendar Month from the Time of the Difference between them arising they do not agree in such Nomination, by an Engineer to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Design and Structure of Bridges.

23. And whereas by reason of the Construction of the Railways by this Act authorized, and the taking down of Houses, Buildings, and other Premises and Conveniences, and the taking of Land in pursuance of this Act, Deficiencies may arise in the Assessments for the

Company to make good Deficiencies in Rates during con-

struction of Railway.

the Poor, Police, and other Rates in the Parishes in the City of *Glasgow* through which the said Railways are intended to pass: Therefore the Company shall from and after the Period when any Lands, Houses, Buildings, or Premises shall be taken or become unoccupied or untenanted by reason of the same being required for the Purposes of the said Railways or any One or more of them, by Notice from the Company, up to the Period when the said Railways shall be assessed to such Rates as aforesaid, be assessed and rated for the same Premises respectively in such Sum and Sums of Money as the same were assessed and rated at the Time of the passing of this Act, and the Company shall pay and make good out of the Monies of the Company all such Rates as aforesaid, and in default of Payment thereof the same shall be payable by and may be levied and recovered from the Company.

Protecting Works of Glasgow Water Commissioners.

24. Whereas the Mains and Pipes of the Commissioners acting under "The *Glasgow* Corporation Waterworks Act, 1855," (hereinafter called "the Water Commissioners,") are laid along *Cumberland Street* and other Roads and Streets within the Limits of the said Act, which will be crossed or interfered with by the Railways and other Works by this Act authorized, and it may be necessary for the Purposes of this Act to interfere with the said Mains and Pipes: And whereas the Inhabitants of the City of *Glasgow* are supplied with Water by the Water Commissioners by means of the said Mains or Pipes, and it is expedient that Provision be made for preventing any Interruption of the Supply of Water by the Water Commissioners to the Inhabitants of the said City: Therefore the following Provisions in that Behalf shall be binding on the Company, and have full Effect; (that is to say,)

At least Twenty-one Days before the Company commence any Works the Execution of which would in any way interfere with or affect any Part of the said Mains or Pipes they shall give to the Water Commissioners Notice thereof in Writing, accompanied by Plans and Sections, Working Drawings, and Specifications showing the Manner in which the proposed Railway Works are to be executed at the said Points of crossing respectively, which shall include all Beams, Girders, Troughs, Culverts, and Masonry which may be necessary for conveying, supporting, and protecting the existing Mains or Pipes of the Water Commissioners, and any additional Pipes which may be laid by the Water Commissioners under the Powers of their existing Acts, together with all Scour Pipes and Air Valves which may be rendered necessary by the Operations of the Company, and also the Means, where any are required, of supporting, diverting, or protecting the Pipes during the Operations of the Company, which Plans

and

and Sections, Working Drawings, and Specifications shall be approved of by the Engineer of the Water Commissioners previous to the Works of the Company being commenced; and in the event of any Difference of Opinion between the said Engineer and the Engineer of the Company such Difference shall be settled by an Arbitrator to be appointed by the Sheriff of the County of *Lanark*, and the Expense of such Arbitration shall be paid by the Company:

Before any Mains or Pipes are in any way interfered with to the Effect of interrupting the Supply of Water through the then existing Mains, there shall be laid down Mains or Pipes of Dimensions not less than the Mains or Pipes which are to be so interfered with, and having Junctions at each End thereof with the then existing Mains or Pipes, so as to provide for the uninterrupted Supply of Water for all Purposes during the Execution of the Works as fully and freely as if the then existing Mains and Pipes were not interfered with:

When the Mains and Pipes so interfered with are replaced, and the Roadways over the same are made good, any temporary Mains or Pipes which may have been inserted shall be disconnected from the then existing Mains; and when the full and free Flow of Water for all Purposes through the Mains so replaced is restored such temporary Mains and Pipes may be removed:

The Works approved of by the Engineer of the Water Commissioners, or such Arbitrator, so far as they interfere with or affect any of the Works or Water Supply of the Water Commissioners, shall be executed by the Water Commissioners, or by such Persons as they shall think fit, and under the sole Direction of their Engineer; and during the Progress of those Works the said Engineer may, if he think fit, execute any incidental Works which he deems requisite for the Protection of the Water Commissioners in accordance with this Section:

If the Water Commissioners, for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting the said Mains and Pipes or any of them, or for Ten Days after such later Day as the Company, by Notice in Writing to the Water Commissioners, may have named for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Dispatch in the Execution of the Works, the Company, at their own Expense, may remove, alter, or otherwise interfere with the said Mains or Pipes or any of them in such Manner and to such Extent as they deem necessary, and may execute all such other

Works as they deem requisite, for preventing any Interruption to the Supply of Water by the Water Commissioners:

The Company shall pay to the Water Commissioners the Amount of all reasonable Costs, Charges, and Expenses incurred by the Water Commissioners in or about or in any way relating to the Works so executed by them, including a reasonable Sum as Remuneration to their Engineer for his Services in that Behalf.

Water Commissioners not liable for Damage arising from Works.

25. The Water Commissioners shall not be liable for any Damage or Injury done to the Works of the Company, or to any of the Roads or Streets crossed by the Railways hereby authorized, or otherwise howsoever, by reason of any of the Works executed under this Act, or consequent on the Execution thereof; and the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of all such Damages or Injury, unless such Damage or Injury shall have been occasioned by the Default or Neglect of the Water Commissioners, or their Agents, Officers, Workmen, or Servants, or by the Insufficiency of their Works.

Water Commissioners may repair Accidents to Pipes.

26. If at any Time any Accident shall occur to the Mains and Pipes belonging to the Water Commissioners at or near any of the said Points of crossing, in respect of which it may be necessary to interfere with any of the Works of the Company, it shall be lawful for the Water Commissioners immediately to repair the said Mains or Pipes in such Manner as to occasion as little Delay and Inconvenience as may be to the Traffic of the Railways of the Company: Provided always, that the Water Commissioners shall, either before or as soon as practicable after the Commencement of such Repair, give Notice thereof to the Company, and all such Interference with the Works of the Company shall be done at the Sight and to the Satisfaction of the Company's Engineer: Provided also, that it shall be lawful for the Company, on the Occurrence of any such Accident, to repair any Damage that may be thereby caused to the Railways hereby authorized, so far as the same can be repaired without interrupting the Repair of the said Mains or Pipes.

Water Commissioners not to be liable for Damage arising from Accidents.

27. The Water Commissioners shall not be liable for any Loss or Damage which may happen to the Railways hereby authorized, or Works connected therewith, or to the Rolling Stock used or to the Passengers or Goods conveyed upon the said Railways, by reason of any Accident which may at any Time happen to the said Mains or Pipes at or near any of the said Points of crossing, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic

Traffic on the said Railways during the Repair of the said Mains or Pipes which may be necessary in consequence of such Accident.

Commissioners may lay additional Pipes.

28. Nothing in this Act contained shall prevent the Water Commissioners from laying from Time to Time, as they think proper, additional Pipes for the Purposes of the said Waterworks at or near the said Points of crossing, and within the Area of the said Streets and Roads where the same are crossed by the Railways hereby authorized; and the Water Commissioners shall not be liable for any Damage to the said Railway or Works connected therewith, or for any Stoppage of the said Railways or Loss of Traffic thereon, that may be caused by the laying of such additional Pipes at or near the said Points of crossing, but the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss; and the Water Commissioners shall give to the Company Twenty-one Days Notice in Writing, accompanied by Plans, Sections, and Specifications showing the Manner in which such additional Mains or Pipes are to be laid, before commencing the laying of such additional Pipes, and shall complete the same with all reasonable Despatch: Provided always, that the Company shall be entitled to execute such Works as they may think necessary to secure the Railway hereby authorized from Injury, and prevent Interruption to the Traffic thereon, during the laying of such additional Pipes, but so that such Works shall not interrupt the laying of those Pipes: Provided also, that the Works necessary for laying such additional Pipes by the Water Commissioners at the said Points of crossing respectively, and the Works necessary to secure the said Railways and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of previously to the Commencement of any such Works by the Engineers for the Time being of the Water Commissioners and of the Company respectively, or in case of Difference between them, then according to a Plan to be so approved of by an Arbitrator to be appointed by the Sheriff of the County of *Lanark* on the Application of either Party.

Further Provision as to Interference with Pipes.

29. If it shall be necessary for the Company to interfere with or alter the Surface of any Road or Street not herein-before specially mentioned in which any Main or Pipe of the Water Commissioners is or may be laid, the Company shall be bound to leave not less than Three Feet of Covering from the Surface of the Road over every Main or Pipe so altered or interfered with.

Reserving Provisions of Railways Clauses Act.

30. The special Provisions herein contained for the Protection of the Water Commissioners and the Waterworks shall not be deemed to

to supersede or dispense with the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," Sections Eighteen to Twenty-three, both inclusive, but those Provisions respectively, except in so far as they may be inconsistent with any of the special Provisions herein contained, shall be and remain in full Force and Effect.

Confirming Agreement with Hutcheson's Hospital.

31. Whereas the Railway No. 1, before described, will pass through a Portion of the Lands of *Docanyfauld*, belonging to the Royal Incorporation of *Hutcheson*'s Hospital in the City of *Glasgow*: And whereas an Agreement has been entered into between the said Incorporation of the First Part and the Company of the Second Part, dated the Sixteenth and Seventeenth Days of *March* One thousand eight hundred and sixty-five, with reference to the feuing and acquiring of the said Portion of the said Lands, of which Agreement a Copy is contained in the Schedule to this Act annexed, and it is expedient that the said Agreement should be confirmed: The said Agreement shall be and is hereby ratified and confirmed; and the Company shall take and acquire in feu, and the said Incorporation shall feu, sell, and convey to the Company, the Ground described in the said Agreement, for Payment of the Feu Duty and Performance of the other Prestations, and on the Conditions and subject to the Provisions, specified in the said Agreement.

Tolls for the Use of the Railway, and for Carriages:

32. Subject as herein-after provided, it shall be lawful for the Company to demand and recover any Tolls for the Use of the Railways by this Act authorized, and of Carriages, not exceeding the following; (that is to say,)

For Passengers:

1. In respect of Passengers conveyed upon the Railway, or any Part thereof, as follows:

For every Person so conveyed, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Penny.

For Horses, Cattle, and other Animals:

2. In respect of Horses, Cattle, and other Animals conveyed upon the Railway, or any Part thereof, as follows:

For every Horse, Mule, Ass, or other Beast of Draught or Burden so conveyed, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of Twopence:

For every Ox, Cow, Bull, or Neat Cattle so conveyed, *per* Mile One Penny Halfpenny; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Penny Halfpenny:

For every Calf, Pig, Sheep, Lamb, or other small Animal so conveyed, *per* Mile One Penny; and if conveyed in or upon any Carriage

Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Halfpenny.

For Goods and other Articles:

3. In respect of Goods and all other Articles (except small Parcels and single Articles of great Weight as herein-after defined) conveyed upon the Railway, or any Part thereof, as follows:

For all Dung, Compost, Manure, Lime, Limestone, and undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Coal, Coke, Culm, Charcoal, Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Threepence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters, and Things (except small Parcels and single Articles of great Weight as herein-after defined), *per* Ton *per* Mile Fourpence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and a Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh.

For small Parcels and single Articles of great Weight.

4. In respect of small Parcels and single Articles of great Weight, as herein-after defined, conveyed upon the Railway or any Part thereof:

Any Tolls not exceeding the maximum Charges herein-after authorized in respect of such small Parcels and single Articles respectively.

Tolls for propelling Power.

33. It shall be lawful for the Company to demand and recover for the Use of Engines for drawing or propelling Carriages on the Railway any Tolls not exceeding One Penny *per* Mile for each Passenger

Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Maximum Rates of Charge for Passengers.

34. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers on the Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, One Penny Halfpenny *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile.

Restrictions as to Charges for Passengers not to apply to Special Trains.

35. The Restrictions herein-before contained with respect to the Charges for Passengers shall not apply to any Special Train which may be required to be run upon the Railway, but only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers upon the Railway.

Passengers Luggage.

36. Every Passenger travelling on the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight if a First-class Passenger, One hundred Pounds in Weight if a Second-class Passenger, and Sixty Pounds in Weight if a Third-class Passenger, without any Charge being made for the Carriage thereof.

Maximum Rates of Charge for Animals, and for Goods and other Articles.

37. The maximum Rates of Charge to be made by the Company for the Conveyance on the Railway of Animals, and of Goods and other Articles (except small Parcels and single Articles of great Weight as herein-after defined), including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following; (that is to say,)

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Fourpence:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile One Penny Halfpenny:

For every Calf, Pig, Sheep, Lamb, or other small Animal, *per* Mile One Halfpenny:

For

For Dung, and the other Articles herein-before classed therewith, *per* Ton *per* Mile One Penny Halfpenny:

For Coal, and the other Articles herein-before classed therewith, if conveyed on the Railway for any Distance not exceeding Nine Miles, Twopence *per* Ton *per* Mile; and if conveyed thereon for any Distance exceeding Nine Miles, Twopence *per* Ton *per* Mile for the first Nine Miles, and One Penny Halfpenny *per* Ton *per* Mile for each additional Mile:

For Sugar, and the other Articles herein-before classed therewith, *per* Ton *per* Mile Twopence Halfpenny:

For Cotton, and the other Articles herein-before classed therewith, *per* Ton *per* Mile Fourpence:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Fivepence.

Regulations as to Tolls and Charges.

38. The following Provisions and Regulations shall be applicable to the fixing of the several Tolls and maximum Charges herein-before specified; (that is to say,)

For Passengers, Animals, and Goods and other Articles conveyed on the Railway for a less Distance than Three Miles the Company may demand and recover Tolls and Charges as for Three entire Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand and recover Tolls and Charges in respect of Passengers as for an entire Mile, and in respect of Animals and Goods and other Articles according to the Number of Quarters of a Mile in such Fraction, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand and recover Tolls and Charges according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight; and with respect to Stone and Timber the Weight shall be determined in the following Manner; (that is to say,) Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, may be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Maximum Rates for small Parcels and great

39. With respect to small Parcels (that is to say, Packages not exceeding Five hundred Pounds Weight each,) and single Articles of

single Articles of great Weight.

great Weight (that is to say, Articles the Weight of which, including the Carriage, shall exceed Four Tons,) conveyed on the Railway or any Part thereof, the Company may demand and recover any Rates of Charge not exceeding the following; (that is to say,)

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

And for any Parcel exceeding Fifty-six Pounds in Weight any Sum which the Company may think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages, and to Parcels not being aggregate Quantities of the same Description of Article sent in the same Package:

For any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, such Sum as the Company may think fit, not exceeding Sixpence *per* Ton *per* Mile, and if such Weight shall exceed Eight Tons such Sum as the Company may think fit.

Defining Terminal Station.

40. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Company may take increased Charges by Agreement.

41. Nothing in this Act contained shall prevent the Company from taking any increased Charge, over and above the Charges hereinbefore limited, for the Conveyance of Animals or of Goods or Articles of any Description, by Agreement with the Owners or Persons in charge thereof, either in respect of the Conveyance of such Animals or Goods or Articles (other than small Parcels) by Passenger or Express Trains, or by reason of any other special Service performed by the Company in relation thereto.

Company not bound to carry Manure or other offensive Matter.

42. Nothing in this Act contained shall render it compulsory on the Company to carry on the Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matter, except City Manure, as hereinafter provided.

43. From

Regulating Tolls for City Manure.

43. From and after the passing of this Act the Company shall, notwithstanding anything in any of the Acts relating to the Company, be entitled to demand and charge for the Conveyance of City Manure as defined in the "*Glasgow* Police Act, 1862," on all or any Portion of their Railways only, the Tolls, Rates, and Charges following; that is to say, a Sum not exceeding One Halfpenny *per* Ton *per* Mile, and if conveyed in Waggons belonging to the Company, an additional Sum of One Penny *per* Ton *per* Mile: Provided always, that for a less Distance than Twelve Miles the Charge shall be as for Twelve Miles, and that the Company shall not be bound to convey the said Manure except in Train Loads of not less than Fifteen Waggons.

Interest not to be paid on Calls paid up.

44. 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 hereinbefore 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 the Company's Capital.

45. 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.

46. 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.

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

The Glasgow and South-western Railway (Kilmarnock Direct) Act, 1865.

SCHEDULE to which the foregoing Act refers.

AGREEMENT between the Royal Incorporation of Hutcheson's Hospital in the City of Glasgow and the Glasgow and South-western Railway Company.

This Agreement, entered into and executed by and between the Royal Incorporation of Hutcheson's Hospital in the City of Glasgow of the First Part and the Glasgow and South-western Railway Company of the Second Part, witnesseth, that whereas the said Second Parties are the Promoters of a Bill now depending in Parliament, intituled "A Bill to enable the Glasgow "and South-western Railway Company to make new Railways between Kil- "marnock and Glasgow, and for other Purposes," by which Bill it is proposed to authorize the said Second Party, inter alia, to construct a Railway commencing by a Junction with the authorized Line of the City of Glasgow Union Railway, designated Railway Number 4 in the City of Glasgow Union Railway Act, One thousand eight hundred and sixty-four, in the Parish of Govan in the County of Lanark, and terminating by a Junction with the Glasgow and South-western Railway in the Parish of Kilmarnock in the County of Ayr: And whereas the said intended Railway will pass through the Lands of Docanyfauld belonging to the said First Party, and the said Second Party are desirous of acquiring, for the Purposes of the said intended Railway and the Works and Stations connected therewith, the Portion of the said Lands herein-after described, and the said First Party have, subject to the Authority of Parliament being obtained for that Purpose, agreed to feu the said Lands to the said Second Party on the Terms herein-after mentioned:

Therefore the said Parties hereto have agreed, and do hereby agree, to the Articles and Conditions following, viz.:

First.—The said Parties hereto shall, within Six Months after the said Bill receives the Royal Assent, enter into and execute a Feu Contract, whereby the First Party, in consideration of the Payment of the yearly Feu Duty and Performance of the other Prestations on the Part of the said Second Party herein-after mentioned, feu to the said Second Party the Portion of Ground containing Twenty-five thousand seven hundred and fifteen Square Yards or thereby, Imperial Measure, forming Part of the said Lands of Docanyfauld and Pertinents lying within the Parish of Govan and Shire of Lanark, and bounded on the North-north-east partly by the Caledonia Road, along which it extends Three hundred and eighty-three Feet Six Inches or thereby, and partly by Property belonging to William Bryson, along which it extends Ninety-four Feet or thereby, on the East-south-east partly by Property belonging to William Fowler and partly by Property belonging to Messieurs Jardine and Palmes, along which together it extends Three hundred and fifty-three Feet Six Inches or thereby, on the South-south-west by the said Property belonging to Jardine and Palmes, along which it extends Forty-two Feet or thereby, on the West and South by Property belonging to William Smith

Smith-Dixon, along which it extends on the West Nine Feet Six Inches or thereby, and on the South Five hundred and fifty-nine Feet or thereby, following the Bends on the Central Line of the original Course of the Blind Burn, and on the West-north-west partly by Crown Street, along which it extends Five hundred and forty-seven Feet Six Inches or thereby, and partly by the said Property belonging to William Bryson, along which it extends One hundred and four Feet or thereby, as the said Portion of Ground is delineated on a Plan thereof docqueted and signed by the Parties as relative thereto.

Second.—The said Second Party shall by the said Feu Contract become bound for the due and punctual Payment to the said First Party of the Feu Duty of Eight hundred and three Pounds Eleven Shillings and Tenpence per Annum, being at the Rate of Five per Cent. on the agreed-on Price of Twelve Shillings and Sixpence per Square Yard for the said Ground, commencing the First Payment at the Term of Whitsunday One thousand eight hundred and sixty-six for the Half Year preceding, and so forth half-yearly thereafter at the Terms of Whitsunday and Martinmas in each Year, with a Duplication of the said Feu Duty every Nineteen Years from and after the Term of Martinmas One thousand eight hundred and sixty-five, the said Feu Duty to be payable on the same Conditions as are usually specified and inserted in the Feu Contracts entered into by the said First Party with respect to the other Lands feued by them.

Third.—The said Feu Contract shall, inter alia, contain the Clauses and Provisions usually inserted in Feu Contracts entered into by the said First Party, reserving the Coal, Stone, Iron, and Lime, and other Metals and Minerals in the said Lands in favour of the said First Party and the other Proprietors of the Barony of Gorbals, and providing for Damages to the said Second Party in the event of the same being worked; and also for the said Second Party freeing and relieving the said First Party of a Proportion corresponding to the Extent of the said Ground of the Teinds, Minister's Stipend, and other parochial and public Burdens imposed or to be imposed on the Lands belonging to the said First Party, and for making and maintaining Crown Street and Caledonia Road, and Footpaths, with Lamp Posts, so far as fronting the Ground above described, and for prohibiting Sub-infeudation, and providing for Allocations of the Feu Duty on the Portions into which the said Ground may be subdivided, and for prohibiting the Creation of Nuisances on the said Ground.

Fourth.—If any Dispute or Difference shall arise between the Parties hereto with respect to the true Intent and Meaning of these Presents, or of the Act of Parliament to be obtained by the said Second Party, or the Terms of the said Feu Contract, or in any way with respect to or arising out of this Agreement or incidental thereto, the same, and the adjusting and settling of the Clauses, Provisions, Reservations, and Conditions of the said Feu Contract, shall be and is hereby referred to George Skene, Esquire, Advocate, Professor of Laws in the University of Glasgow, whom failing, to Anderson Kirkwood, Esquire, Professor of Conveyancing in the said University, as sole Arbiter.

Lastly.—The said Parties hereto bind and oblige themselves respectively to implement and perform each to the other their respective Parts of the Premises, and the Award of the said Arbiter, under a Penalty of Five hundred Pounds to be paid by the Party failing to the Party performing or willing to perform the same,

same, besides Performance; and both Parties consent to the Registration hereof for Preservation and Execution. In witness whereof these Presents, written by William Mann Bousfield, Clerk to Messieurs Vacher and Sons, Law Stationers, Parliament Street, Westminster, are, together with a Duplicate thereof, subscribed by William Whyte, Preceptor, and the Honourable John Blackie, junior, Lord Provost of Glasgow, James Brown, William Govan junior, James Moir, Alexander Collie, and David Dreghorn, Patrons of the said Royal Incorporation of Hutcheson's Hospital, for and on behalf of the said Incorporation, and by Alexander Ronaldson and James Rodger, Two of the Directors of the said Glasgow and South-western Railway Company, for and on behalf of the said Company, as follows, viz., by the said Alexander Ronaldson and James Rodger, at Westminster, the Sixteenth Day of March Eighteen hundred and sixty-five, before these Witnesses, James Kerr, Law Secretary, and William Johnstone, Engineer to the said Glasgow and South-western Railway Company, by the said John Blackie junior and James Brown, at Westminster, the Seventeenth Day of the said Month of March and Year last mentioned, before these Witnesses, John Carrick, Master of Works and Superintendent of Streets, Glasgow, and Andrew Hoggan, Writer in Glasgow, and by the said William Whyte, William Govan junior, James Moir, Alexander Collie, and David Dreghorn, at Westminster, the said Seventeenth Day of March and Year last mentioned, before these Witnesses, the said John Carrick and Andrew Hoggan.

ALEX. RONALDSON.
JAMES RODGER.
WILLIAM WHYTE, Preceptor.
JOHN BLACKIE junior, Lord Provost.
JAMES BROWN.
WM. GOVAN junior.
JAMES MOIR.
ALEXANDER COLLIE.
D. DREGHORN.

JAMES KERR, Witness.
W. JOHNSTONE, Witness.
JOHN CARRICK, Witness.
ANDREW HOGGAN, Witness.
JOHN CARRICK, Witness.
ANDREW HOGGAN, Witness.

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