ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. lxxviii.

An Act for the Dissolution of the *Glasgow, Kilmarnock, and Ardrossan* Railway Company, and the Abandonment of their Undertaking; and for other Purposes. [17th *June* 1852.]

WHEREAS an Act was passed in the Tenth Year of the Reign of Her present Majesty, intituled "The *Glasgow, Kilmarnock, and Ardrossan* Railway Act, 1846;" and another Act was passed in the Eleventh Year of the Reign of Her said Majesty, intituled "The *Glasgow, Kilmarnock, and Ardrossan* Railway Amendment, Deviations, and Branches Act, 1847;" and another Act was passed in the Thirteenth Year of the Reign of Her said Majesty, intituled "The *Glasgow, Kilmarnock, and Ardrossan* Railway Amendment Act, 1849;" by which Acts a Company was incorporated under the Name of "The *Glasgow, Kilmarnock, and Ardrossan* Railway Company," and empowered to make and maintain the Railway, Branch Railways, and other Works therein described: And whereas an Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for separating the Management of the Ardrossan and Johnston Railway from the Management of the Glasgow, Paisley, and Johnston Canal, for incorporating the Proprietors thereof, for doubling and improving the said Railway, and for other*

9 & 10 Vict. c. 159.

10 & 11 Vict. c. 119.

12 & 13 Vict. c. 88.

3 & 4 Vict. c. 104.

other Purposes relating thereto, by which Act a Company was incorporated under the Name of the "*Ardrossan* Railway Company," and the Railway, Branches, and other Works made and authorized to be made as therein mentioned were vested in the said Company: And whereas an Act was passed in the Forty-fifth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for erecting and maintaining a Harbour, Docks, and other Works at* Ardrossan *in the County of* Ayr, whereby a Company was incorporated under the Name of "The *Ardrossan* Harbour Company," and empowered to make and maintain the Harbour, Docks, and other Works therein described, and another Act was passed in the Fifth Year of the Reign of Her present Majesty, intituled *An Act to amend an Act for erecting a Harbour at* Ardrossan *in the County of* Ayr, *and to provide for the Improvement of the said Harbour*, whereby the said Harbour, Docks, and other Works were vested in the Trustees of the deceased *Hugh* Earl of *Eglinton*, and the said Trustees were empowered to convey and make over the same to the Heir of Entail in possession for the Time of the Estates of *Eglinton* and *Ardrossan* and others, and the Heirs substituted entitled to succeed to him therein, in manner mentioned in the said Act: And whereas by the said last-recited Act the Trustees of the said deceased *Hugh* Earl of *Eglinton* were authorized from Time to Time to borrow and take up at Interest on the Credit and Security of the said Harbour and other Works, and the Rates and Duties granted by the said Two last-recited Acts, any further Sum of Money not exceeding One Third Part of the existing Capital Stock of the said Undertaking, in the Manner and for the Purposes therein set forth: And whereas the said Trustees borrowed the Sum of Fifteen thousand Pounds Sterling from *Archibald William* now Earl of *Eglinton and Winton*, and granted a Security for the same over the said Harbour and Works and the Rates and Duties thereof, and applied the said Money for the Use of the said Harbour and Works: And whereas by the said first-recited Act it was enacted, that it should be lawful for the said *Ardrossan* Railway Company, with the Consent of Three Fifths of the Votes of the Proprietors in the said Company, present personally or by Proxy at some Meeting especially convened for the Purpose, to sell to the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company, and for the said last-mentioned Company, with the like Consent of Three Fifths of the Votes of their Proprietors present personally or by Proxy at some Meeting specially convened for the Purpose, to purchase and take the *Ardrossan* Railway, and all Lands, Stations, Houses, Works, Engines, and Property, and all Powers, Rights, and Privileges of the said *Ardrossan* Railway Company, for such Price and upon such Conditions as might be mutually agreed upon; and it was also enacted, that on Payment of the Purchase Money, and Execution of a Deed of Conveyance, and

45 G. 3. c. 30.

5 & 6 Vict. c. 62.

Publication

The Glasgow, Kilmarnock, and Ardrossan Railway Dissolution Act, 1852.

Publication of Notice, in manner mentioned in the said Act, the said *Ardrossan* Railway, and Lands and other Property as aforesaid, should belong to and be vested in the *Glasgow, Kilmarnock, and Ardrossan* Railway Company: And whereas by the said first-recited Act it was further enacted, that it should be lawful for the Proprietors of the said Harbour, Docks, and other Works at *Ardrossan*, with Consent of Three Fifths of the said Proprietors present personally or by Proxy at some Meeting specially convened for the Purpose, to sell to the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company, and for the said last-mentioned Company, with the like Consent of Three Fifths of the Votes of their Proprietors, present personally or by Proxy at some Meeting specially convened for the Purpose, to purchase and take the said Harbour, Docks, and Works, and all Powers, Rights, and Privileges of the Proprietors thereof, for such Price and upon such Conditions as might be mutually agreed upon, which Price, subject to the Payment of the Mortgages and other Liabilities affecting the said Harbour, Docks, and other Works, was by the said Act directed to be paid to the Trustees for the Time being of the said deceased *Hugh* Earl of *Eglinton*; and it was also enacted, that on Payment of the Purchase Money, and Execution of a Deed of Conveyance in manner mentioned in the said Act, the said Harbour, Docks, and Works should belong to and be vested in the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company: And whereas on the Recital of the said first-recited Act a Contract, bearing Date the Fifteenth, Sixteenth, and Twenty-sixth Days of *December* One thousand eight hundred and forty-six, was entered into on behalf of the *Ardrossan* Railway Company on the one part, and the *Glasgow, Kilmarnock, and Ardrossan* Railway Company on the other part, for the Sale to the said last-mentioned Company of the said *Ardrossan* Railway, and Lands, Stations, Houses, Works, Engines, Property, Powers, Rights, and Privileges of the said *Ardrossan* Railway Company, at the Price and on the Conditions therein mentioned; and another Contract, bearing Date the Fifteenth and Sixteenth Days of *December* One thousand eight hundred and forty-six, was entered into on behalf of the Trustees of the said deceased *Hugh* Earl of *Eglinton* on the one part, and the *Glasgow, Kilmarnock, and Ardrossan* Railway Company on the other part, for the Sale to the said last-mentioned Company of the said Harbour, Docks, and Works at *Ardrossan*, and all Powers, Rights, and Privileges of the Proprietors thereof, at the Price and on the Conditions therein mentioned: And whereas Disputes having arisen as to the due Execution, Validity, and Effect of the said Contracts, and the same having become Subject of Litigation in the Supreme Court of *Scotland*, it has been agreed between the said Two Railway Companies and the said Trustees, with the view of putting an End to the said Disputes and Litigation, that upon the Payment by the *Glasgow, Kilmarnock*,

The Glasgow, Kilmarnock, and Ardrossan Railway Dissolution Act, 1852.

Kilmarnock, and Ardrossan Railway Company to the Trustees of the said *Hugh* Earl of *Eglinton* of the Sum of Fourteen thousand Pounds Sterling, to be applied towards Payment of the Debts affecting the said Harbour, the Sales contemplated by the said Two Contracts should be abandoned, and that the *Ardrossan* Railway, and Property and Powers thereto belonging, should remain with the *Ardrossan* Railway Company, and that the Harbour, Docks, and Works at *Ardrossan*, and Powers thereto belonging, should be vested in the Parties to whom the said Trustees are by the last-recited Act empowered to convey the same as aforesaid: And whereas a Branch Railway has been formed from a Point on the *Dubbs and Doura* Branch of the *Ardrossan* Railway near *Millburn* in the Parish of *Kilwinning* to a Point at or near *Perceton* Colliery in the Parish of *Dreghorn*, in or nearly in the Line of certain Portions of the Branch Railways authorized by the said first and second recited Acts, and the *Glasgow, Kilmarnock, and Ardrossan* Railway Company have contributed a Portion of their Funds towards the Expense of constructing the said Branch Railway; but the said Company have not acquired any Portion of the Lands upon which the said Branch Railway has been constructed, and the same has been used as a Branch of the *Ardrossan* Railway, and the Tolls, Rates, and Duties thereon have been levied by the *Ardrossan* Railway Company: And whereas it is a Part of the Arrangement among the said Parties that the *Glasgow, Kilmarnock, and Ardrossan* Railway Company should give up to the *Ardrossan* Railway Company any Claim which they have to or connected with the said Branch Railway: And whereas, excepting as aforesaid, no Part of the Works authorized by the said first, second, and third recited Acts has been executed, and no Notices of Intention to take Lands under the Powers of the said Acts have been given, and no Lands have been purchased by the *Glasgow, Kilmarnock, and Ardrossan* Railway Company, excepting certain Lands at or near *Kilmarnock* intended for Station Ground, and it has become expedient that the said Company should be dissolved, and their Undertaking abandoned, and that Powers should be given for disposing of the said Lands, and winding up the Affairs of the said Company, and for carrying into effect the other Purposes before set forth; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Short Title.

I. That in citing this Act in other Acts of Parliament, and in legal Instruments and other Writings and Proceedings, it shall be sufficient to use the Expression "The *Glasgow, Kilmarnock, and Ardrossan* Railway Dissolution Act, 1852."

II. That

The Glasgow, Kilmarnock, and Ardrossan Railway Dissolution Act, 1852.

Interpretation of Terms.

II. That in this Act the following Words and Expressions shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company" shall mean the *Glasgow, Kilmarnock, and Ardrossan* Railway Company:

The Expression "the Directors" shall mean the Directors of the *Glasgow, Kilmarnock, and Ardrossan* Railway Company for the Time being:

The Expression "the Undertaking" shall mean the *Glasgow, Kilmarnock, and Ardrossan* Railway, including the Branch Railways and other Works authorized by the said first, second, and third recited Acts:

The Word "Person" shall include Corporation.

Undertaking to be abandoned, and Affairs of the Company to be wound up.

When Company dissolved the three first-recited Acts to be repealed.

III. That from and after the passing of this Act the Undertaking shall be abandoned, and all the Powers granted to the Company by the said first, second, and third recited Acts, or otherwise, touching the Construction, Maintenance, and Management of the Undertaking, shall cease, and the Company shall exist only for the Purposes of disposing of their Property, collecting their Assets, discharging their Debts and other Liabilities, distributing their Funds, and winding up their Affairs; and when and so soon as the said Purposes shall have been accomplished, and a Certificate by the Directors to that Effect shall have been inserted in the *Edinburgh Gazette*, the Company shall be dissolved, and the said first, second, and third recited Acts repealed: Provided always, that nothing herein-before enacted shall apply to the said Branch Railway which has been formed from the *Dubbs and Doura* Branch of the *Ardrossan* Railway near *Millburn* to or near to *Perceton* Colliery.

Company released from Liability to make and maintain their Undertaking.

IV. That, subject to the Provisions herein-after contained, the Company shall be and are hereby released and discharged of and from all Obligation or Liability to make and maintain the Undertaking or any Part thereof, or to purchase or take any of the Lands authorized to be acquired by the said first, second, and third recited Acts (whether any Notice of the Intention of the Company to take or use such Lands shall or shall not have been given to the Owners, Lessees, or Occupiers thereof), or to complete the Purchase of any Lands which may have been agreed to be purchased or taken for the Purposes of the Undertaking.

Company to pay 14,000*l.* towards Payment of Money ad-

vanced by the Earl of Eglinton.

Pounds Sterling, which Sum shall be applied by the said Trustees towards Payment *pro tanto* of the said Advance by the said *Archibald William* now Earl of *Eglinton and Winton:* Provided always, that the Company shall have no Concern with the Application of the said Sum, but shall be completely discharged by the Receipt of the said Trustees, or a Quorum of their Number, for such Payment.

On Payment of said Sum, Company relieved from Purchase of Ardrossan Railway and Harbour, &c.

VI. That upon Payment of the said Sum of Fourteen thousand Pounds to the said Trustees the Company, and all Persons who are or have been Directors or Shareholders of the Company, shall be released from all Obligation or Liability to purchase the said *Ardrossan* Railway, and the Lands, Stations, Houses, Works, Engines, Property, Powers, Rights, and Privileges of the *Ardrossan* Railway Company, and from all Obligation or Liability to purchase the said Harbour, Docks, and Works at *Ardrossan*, and the Powers, Rights, and Privileges of the Proprietors thereof, and from all other Obligations and Liabilities under the said Two Contracts before recited, or either of them; and the said *Ardrossan* Railway Company shall be bound to relieve the Company, and the Directors and Shareholders thereof, as aforesaid, of all Claims and Demands, on account of Lands, Works, or otherwise, incurred and still subsisting in relation to the Undertaking of the *Ardrossan* Railway Company, including the said Branch Railway from their *Dubbs and Doura* Branch to or near to *Perceton* Colliery; and the said Trustees shall be bound to relieve the Company, and the Directors and Shareholders thereof, as aforesaid, of all Claims and Demands on account of Lands, Works, or otherwise, incurred and still subsisting in relation to the said Harbour, Docks, and other Works at *Ardrossan:* Provided always, that neither the Company nor the Directors or Shareholders thereof shall be entitled to Repayment from the *Ardrossan* Railway Company or from the said Trustees of any Sums which they have already expended in relation to the Undertaking of the *Ardrossan* Railway Company, including as aforesaid, or in relation to the said Harbour, Docks, and other Works at *Ardrossan*.

Ardrossan Railway, after passing of this Act, to be the Property of the Ardrossan Railway Company.

VII. That from and after the passing of this Act, and notwithstanding the Contract first before recited, the said *Ardrossan* Railway, and the whole Lands, Stations, Houses, Works, Engines, and other Property thereby contracted to be sold as aforesaid, together with the said Branch Railway from the said *Dubbs and Doura* Branch to or near to *Perceton* Colliery, and all Rights connected therewith, shall be and remain the Property of the *Ardrossan* Railway Company, who shall in respect thereof exercise and enjoy all the Powers, Rights, and Privileges which are by the said fourth-recited Act conferred upon the said Company in respect of their Undertaking, subject to all Contracts

tracts and Obligations entered into and undertaken by or on behalf of the said Company.

Ardrossan Railway Company not to use a certain Portion of Branch Railway without Consent.

VIII. That it shall not be lawful for the said *Ardrossan* Railway Company or any other Company or Person to use any Portion of the said Branch Railway from the said *Dubbs and Doura* Branch to or near to *Perceton* Colliery, in so far as the same passes through any Part of the Lands in the Parishes of *Irvine* and *Dreghorn* the Property of *Patrick Boyle Mure Macredie* and Mrs. *Rachel Ann Mure Macredie*, or either of them, for the Conveyance of any Coals or other Minerals, other than the Coals or Minerals produced or raised from the said Lands, until Compensation has been made by the said *Ardrossan* Railway Company or their Successors to the said *Patrick Boyle Mure Macredie* and *Rachel Ann Mure Macredie*, or his, her, or their respective Successors in the said Lands, in the Manner and Way and to the like Amount and Extent agreed upon to be made and paid to them by the Company in and by an Offer made on behalf of the Company dated the Thirty-first Day of *March* One thousand eight hundred and forty-seven, and accepted on behalf of the said *Patrick Boyle Mure Macredie* and *Rachel Ann Mure Macredie* upon the First Day of *April* One thousand eight hundred and forty-seven, and in and by a Missive of Sale dated the Twenty-ninth Day of *December* One thousand eight hundred and forty-eight, made between the Company and the said *Patrick Boyle Mure Macredie* and *Rachel Ann Mure Macredie*, and Award following thereon, of same Date: Provided always, that in lieu of such Compensation the said *Patrick Boyle Mure Macredie* and *Rachel Ann Mure Macredie*, and in case of his, her, or their Decease, his, her, or their respective Successors in the said Lands, may, if they think fit, agree to accept from the said *Ardrossan* Railway Company or their Successors such Sum of Money as may be mutually agreed upon; and upon Compensation being made as in this Enactment provided the Restriction herein contained as to the Use of the said Branch Railway shall cease and determine.

Ardrossan Harbour, after passing of this Act, to be the Property of the Earl of Eglinton and his Heirs of Entail.

IX. That from and after the passing of this Act, and notwithstanding the Contract second before recited, the said Harbour, Docks, and Works at *Ardrossan*, thereby contracted to be sold as aforesaid, shall be and the same are hereby vested in *Archibald William* Earl of *Eglinton and Winton*, and the Heirs Substitute entitled to succeed to him in the entailed Estates of *Eglinton* and *Ardrossan* and others, in the same Manner, and with the same Powers, Rights, and Privileges, and subject to the same Conditions and Restrictions, as if they had acquired Right thereto under the Provisions of the said sixth-recited Act, and subject also to all Contracts and Obligations entered into and undertaken by or on behalf of the said Trustees in respect of the said Harbour and Works.

X. That

Notice of Abandonment to be published.

X. That Notice of the Abandonment of the Undertaking shall be given by Advertisement published once in the *Edinburgh Gazette*, and once for Three successive Weeks in a Newspaper published in the City of *Glasgow*, and in a Newspaper published in each of the Counties of *Renfrew* and *Ayr*.

Persons having Claims on Company to make the same in Six Months.

XI. That within Six Months after the last of such Publications all Persons having any Claim or Demand upon the Company shall give Notice in Writing to the Company of such Claim or Demand, and shall state the Particulars thereof, and the Amount claimed in respect thereof; and nothing herein contained shall render the Company liable to make any Compensation in respect of Damage alleged to have been sustained by reason of the Abandonment of the Undertaking, or the Non-completion of any Contract which by reason of such Abandonment cannot be performed, unless Notice of the Claim for such Compensation shall have been given in the Manner and within the Period herein-before specified.

Compensation to be made where Contracts have been entered into or Notices given for the Purchase of Lands.

XII. That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were by the said first, second, and third recited Acts, or any of them, empowered to purchase, for the Purpose of constructing the Works authorized to be abandoned as aforesaid, the Company shall make to the Owners and Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by the Lands Clauses Consolidation (*Scotland*) Act, 1845, for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that the Authority hereby given for abandoning the Formation of the said Works shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, or of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of Railway, pursuant to the Provisions for that Purpose in the Lands Clauses Consolidation (*Scotland*) Act, 1845, contained; provided also, that nothing herein contained shall be held to require the Company to pay any Compensation to the *Ardrossan* Railway Company, or to the Trustees of the said deceased *Hugh* Earl of *Eglinton*, other than the Sum of Fourteen thousand Pounds as herein-before provided.

XII. That

Disputes as to Debts and Compensation to be settled by Arbitration.

XIII. That if any Dispute shall arise as to the Amount of any Debt due by the Company, or as to whether any and what Compensation shall be made by the Company for the Breach of any Contract or Agreement (other than the Contracts specially and generally before referred to) determined by the Abandonment of the Undertaking, the same shall be settled by Arbitration in the Manner provided by the Railways Clauses Consolidation (*Scotland*) Act, 1845.

Lands purchased to be resold.

XIV. That it shall be lawful for the Company and they are hereby required, within Two Years after the passing of this Act, to sell and convey the Lands at or near *Kilmarnock* acquired by them as aforesaid, in such Manner, for such Consideration, and to such Persons as they may think proper.

Providing for the Distribution of the Funds of the Company.

XV. That the Funds and Property of the Company shall be from Time to Time applied, under the Control and Superintendence of the Directors, in the first place in Payment of the Costs and Expenses of applying for and obtaining this Act and of carrying into effect the Provisions thereof, and then, according to the due Order of Administration of the Assets and Funds of the Company, in or towards Payment of the Debts and Liabilities of the Company, including the Compensation specially and generally before provided for; and subject to such Payments the Funds of the Company shall be paid and distributed, under the like Control and Superintendence, among the Proprietors for the Time being of Shares in the Company.

As to Shares belonging to unknown or incapacitated Persons.

XVI. That if in the course of winding up the Affairs of the Company there shall be any Shares in the Capital of the Company the Right to which shall be in dispute, or the Person entitled to which shall not be known or cannot be found, or in respect of which there shall be no Person competent to receive and give an effectual Discharge for the Proportion of the Funds of the Company corresponding to such Shares, it shall be lawful for the Directors to deposit and pay into any of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter, in the joint Names of any Two of the said Directors and of the Person appearing on the Register of Shareholders as the Proprietor of the said Shares, such Proportion of the Funds of the Company as shall be payable in respect of such Shares respectively; and the Monies so deposited shall be paid to the Person who shall establish a legal Right thereto, subject to the Costs and Charges incurred by the Directors in relation to such Monies.

Powers of Company to continue

XVII. That until all the Property of the Company shall be realized, and all the Debts due and to become due to the Company shall

until Debts due to and by them are received and paid.

shall be received by the Directors, or shall have been released or abandoned by the Directors (as they are hereby empowered in their Discretion to do), and until all Debts and Compensation due by the Company, and which shall be claimed as herein-before provided, shall be fully paid by the Directors, the Company shall continue to subsist, with all the Powers, except as herein expressly provided, which they now have; and the Directors shall have full Power to use the Common Seal of the Company, and to do and perform all other Acts and Things necessary or expedient for recovering Payment of the Debts due to and compounding for and settling the Debts and Obligations due by the Company, and for otherwise winding up the Affairs of the Company, and carrying into effect the Purposes of this Act: Provided always, that it shall not be lawful for the Company or the Directors to enter into any new Contract or incur any fresh Liability, excepting in so far as the same may facilitate the winding up of the Affairs of the Company.

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