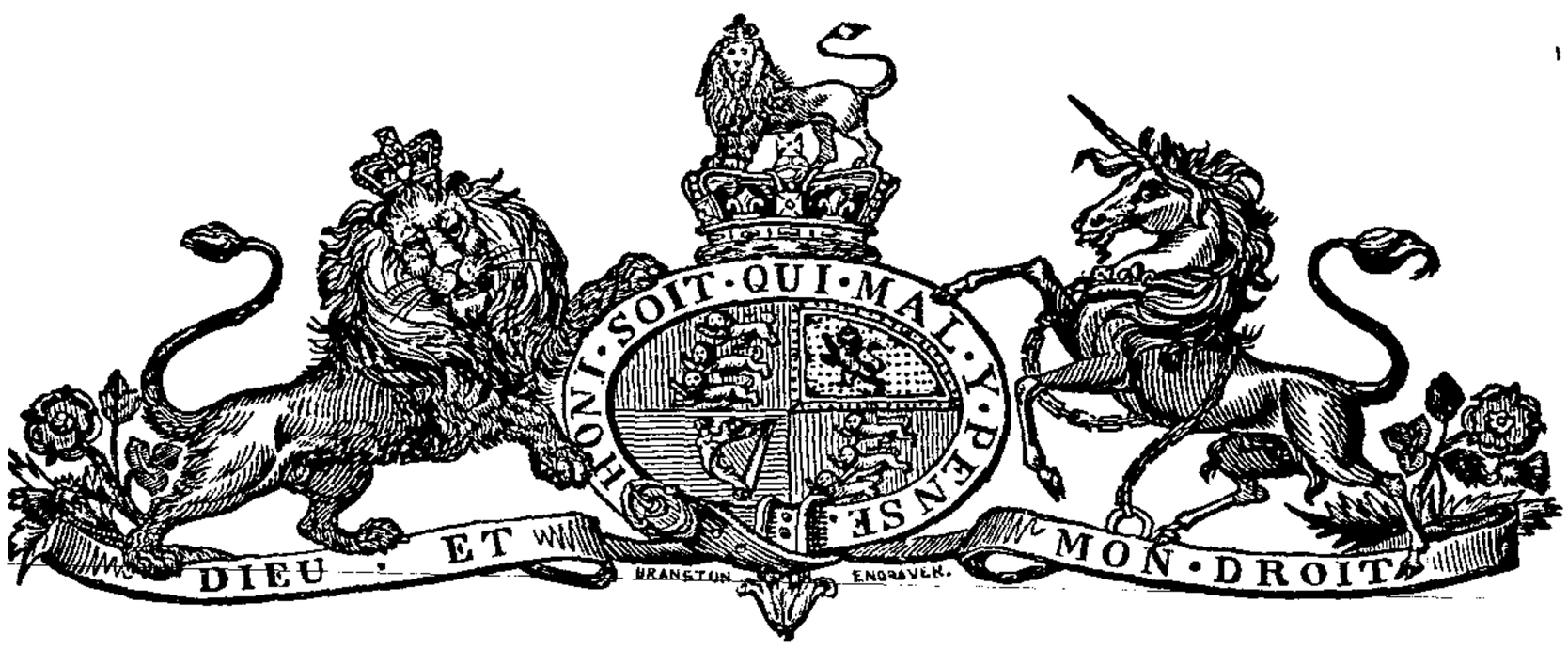


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additional Branch Railway, with proper Works and Conveniences, as herein-after mentioned; and it is expedient that some of the Powers and Provisions of the said recited Act should be altered, amended, and enlarged, and that further Powers should be granted to the said Company; but the Purposes aforesaid cannot be effected without the Aid and 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, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Clauses, Matters, and Things contained in the said recited Act (except so far as the same are by this Act repealed, altered, or otherwise provided for) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and to the Lands delineated on the Plans and described in the Books of Reference herein-after mentioned, and to the Rates, Tolls, and Duties to be levied and received on the Branch Railway herein-after described, and generally shall operate and be in force in respect to the Objects and Purposes of this Act as fully and effectually to all Intents and Purposes whatsoever as if the said Branch Railway and relative Works had been authorized to be made and the said Lands to be taken and used by the said recited Act, and as if the said Lands had been entered in the Schedule relative thereto, or as if the same several Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things were repeated and re-enacted in this Act, and made applicable thereto.

Provisions of recited Act extended to this Act, except as hereby altered.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Branch Railway herein-after mentioned, with all proper Works and Conveniences conected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited with the principal Sheriff Clerks for the Counties of *Lanark* and *Ayr*, which Branch Railway shall diverge from the Main Line of the Railway authorized to be made by the said recited Act at or near to *Woodside* in the Parish of *Kilwinning* in the County of *Ayr*, and shall pass through and terminate in the last-mentioned Parish and County near to *High Monkcurr* by a Junction with the Branch from the Main Line of the said Railway to *Kilmarnock* authorized to be made by the said recited Act, and the said Company is hereby empowered to abandon the Formation of the Branch Railway to *Over Johnstone* authorized to be made by the said recited Act.

Company empowered to make a Branch to High Monkcurr.

New Branch not to be opened until certain other Portions of the Line are completed.

III. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company to open the said Branch from *Woodside* to *High Monkcurr* or any other Branch to the South of *Dalry* until the Main Line of the said Railway shall have been completed from *Dalry* as far South as *Barassie Mill*, and until a Branch from *Barassie Mill* into the Town and Harbour of *Troon* shall

shall have been previously completed and rendered fit for the Use of locomotive Engines in the Manner mentioned in the said recited Act, unless with the Consent in Writing of the Owners of the Lands through which the Line would pass between *Barassie Mill* and the aforesaid Harbour of *Troon*, or of the greater Part thereof.

Plans of the Branch Railway deposited with the Sheriff Clerks to remain there, and be open to Inspection.

IV. And whereas Plans and Sections describing the Line and Levels of the said intended Branch Railway, and the Lands upon or through which the same is intended to be carried or made, and also certain additional Lands in *Tradeston* of *Glasgow*, required for the Purposes of the said Railway and Works authorized to be made by the said recited Act, together with Books of Reference, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such several Lands, have been deposited with the principal Sheriff Clerks for the Counties of *Lanark* and *Ayr*, and the said Plans and Sections have been approved of by Parliament as the Plans and Sections according to which the said intended Branch Railway is to be made; be it therefore enacted, That the said Plans, Sections, and Books of Reference shall remain with and be kept by the said Sheriff Clerks; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Plans, Sections, and Books of Reference, paying to the Sheriff Clerk in whose Custody the same may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every Hundred Words; and the said Plans, Sections, and Books of Reference so deposited with the said Sheriff Clerks, or Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said Sheriff Clerks, or any one of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Plans may be made Evidence.

Limiting Deviations from the Datum Line described on the Section, &c.

V. And be it further enacted, That in making the said Branch Railway it shall not be lawful for the said Company to deviate from the Levels of the said Branch Railway, as referred to the common Datum Line described on the said Sections so approved of by Parliament as aforesaid, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners thereof, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Branch Railway, as denoted by the said Sections, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile: Provided always, that Notice of every

every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, within Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections the Word "Owners" shall be deemed and taken to mean such Persons as are herein or by the said recited Act capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting Alteration of Curves.

VI. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve, as described on the Plans deposited with the several Sheriff Clerks as herein-before mentioned, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

Houses and Gardens not to be used unless specified in Schedule.

VII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take or use, for the Purposes of the said Branch Railway, any House or other Building which was erected or built on or before the First Day of *March* One thousand eight hundred and thirty-nine, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the First Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in manner herein-after provided.

Unintentional Errors in Schedule, Plans, or Books of Reference not to prevent Execution of Act.

VIII. And be it further enacted, That it shall be lawful for the said Company to make the said Branch Railway in the Line or Course, and upon, across, under, or over the Lands delineated on the said Plan deposited as before mentioned, and to take and use the said additional Lands required for the Purposes of the Railway and Works authorized to be made by the said recited Act, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the First Schedule to this Act annexed, or in the said Books of Reference, if it shall appear to any Two or more Justices of the Peace, or to the Sheriff of the County wherein the Matter in question shall arise (in case of and upon any Dispute arising about the same), and be

be certified by a Writing under the Hands of either of them, that such Omission, Mis-statement, or erroneous Description appears to them to have proceeded from Mistake; and the Certificate of the said Justices or of the said Sheriff shall be deposited with and remain in the Custody of the Clerk of the Peace or of the Sheriff Clerk respectively of the County in which such Matter shall arise.

Time enlarged for taking and disposing of Lands and completing Railway.

IX. And be it further enacted, That the Time by the said recited Act limited for the taking or using of Lands for the Purposes of the said Undertaking thereby authorized, and for making and executing the said Railway and Works, shall be and the same is hereby revived, extended, and enlarged for the further Term of Two Years, to be computed from the Expiration of the Time therein mentioned, so far as regards the Lands situated on or near to the several Branches authorized to be made by the said recited Act from the Main Line of the said Railway to *Kilmarnock*, to the *Kilmarnock* and *Troon* Railway near *Drybridge*, to the Harbour of *Irvine*, and to the Harbour of *Troon*, and for the Term of One Year, to be computed from the Expiration of the Term limited by the said recited Act, so far as regards so much and such Parts of the Lands situated on or near the Main Line of the said Railway leading from *Glasgow* to *Ayr* as belong or are reputed to belong to the several Persons whose Names are mentioned in the Second Schedule annexed to this Act, or in which they respectively have or claim some Interest; and the Time by the said recited Act limited for the Sale or Disposal of superfluous Lands shall be and is hereby extended and enlarged for the further Term of Three Years, to be computed from the Expiration of the several Terms by such Act limited for those Purposes respectively: Provided always, that if any Persons interested in the said Lands, or any Lands authorized to be taken by the said recited Act or this Act, shall agree that the Exercise of the several Powers, or any of them, for the Purchase thereof, given to the said Company by the said recited Act or this Act, shall be postponed for a longer Period than is limited for that Purpose, then and in such Case such Powers may be exercised within any Period to be mentioned in such Agreement.

Power to deviate.

X. And be it further enacted, That the said Company, in making the said Branch Railway and Works by this Act authorized, and in making and completing the Railway and Works authorized to be made by the said recited Act, shall have full Power to deviate from the Lines delineated on the Plans herein and in the said recited Act mentioned: Provided always, that no such Deviation shall take place after Two Years from the passing of this Act, unless the same shall be set out and marked by Stakes or Poles, or other apparent Indication within that Period, nor shall it take place on the Main Line of the said Railway from *Glasgow* to *Ayr* where the same has been already laid out and defined; and where any Line deviating from the Line delineated on the said Plans shall be so set out and marked at the Expiration of the said Period of Two Years, the Line so set out shall be the Line to be adopted without further Deviation therefrom: Provided also, that no such Deviation shall extend to a greater Distance than is mentioned in the said recited Act, save and except as after mentioned.

As to Deviation through the Estate of Colonel Blair.

XI. And whereas the Branch Railway authorized to be made by the said recited Act will pass for a considerable Distance through the Property of Colonel *William Blair* of *Blair* in the County of *Ayr*, and it may be expedient to deviate the Line thereof to a greater Distance than One hundred Yards, with a view to carry the same further from the Mansion House of *Blair*; be it therefore enacted, That it shall be lawful for the said Company, with the Consent of the said Colonel *William Blair* of *Blair*, or his Heirs or Successors in the said Lands, notwithstanding any thing in the said recited Act or this Act to the contrary, to deviate the Line of the said Branch Railway to a greater Distance than is by the said recited Act limited, so as to carry the same farther from the said Mansion House: Provided always, that no such Deviation beyond One hundred Yards shall extend into the Lands of any other Person or Corporation, nor nearer than Two hundred and fifty Yards from any other Mansion House.

As to Construction of Railway near the Harbour of Ayr.

XII. Provided always, and be it enacted, That in forming that Portion of the said Railway by the said recited Act authorized to be made and maintained from the Lands marked upon the Plan referred to in the said recited Act, No. 24, of the Parish of *Newton* of *Ayr*, Westward along the North Side of the Harbour of *Ayr*, to the East Branch of the Railway in the Occupation of *John Taylor Gordon*, as the same existed at the Time of the passing of the said recited Act, the said Company shall be bound and they are hereby required and empowered to make and construct the same in such Manner as shall be agreed upon between them and the Trustees for the said Harbour acting under Authority of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the further Improvement of the Harbour of* Ayr, or, failing such Agreement, in such Manner as shall be fixed and directed by the Sheriff of the County of *Ayr*, who in that Event is hereby empowered, upon the Application of either of the said Parties, to fix the same; and after the said Portion of the said Railway shall be so made and constructed, the Use thereof, and the Use of the Quays and Wharfs in connexion with the said Railway, and also of the said Harbour, as far as shall be necessary for the loading and unloading Vessels in connexion with the said Railway, shall be regulated from Time to Time by Agreement between the said Company and the said Trustees, or, failing such Agreement, by the Sheriff of the said County, who in that Event is hereby authorized, upon the Application of either of the said Parties, to make, from Time to Time, such Regulations and give such Directions regarding the Use of the said Portion of Railway, Quays, Wharfs, and Harbour, as he shall think fitting and proper, and consistent with the Meaning and Intent of this Act; and the Decisions of the said Sheriff, whether regarding the Mode of executing the said Portion of Railway, or the Use of the same after it is executed, and of the said Harbour, as herein-before mentioned, Quays and Wharfs in connexion therewith, shall be binding on the said Company and Trustees and all other Parties, and shall not be subject to Advocation, Appeal, or Review, or any Stay of Execution whatsoever.

5 & 6 W. 4. c. 79.

XIII. Pro-

As to Alteration of the Line near the Harbour of Ayr.

XIII. Provided further, and be it enacted, That nothing in this Act contained, or to be done in virtue thereof, shall limit or abridge any of the Powers conferred on the said Trustees by the said recited Act passed in the Sixth Year of the Reign of His Majesty King *William* Fourth; and if the Exercise by the said Trustees of any of the said Powers should render any Alteration of the said Railway necessary or desirable, such Alteration shall be carried into execution in such Manner as shall be agreed upon between the said Trustees and the said Company, or, failing such Agreement, in such Manner as shall be fixed and directed by the said Sheriff, who in that Event is hereby authorized and empowered, upon the Application of either of the said Parties, to fix and direct the same; and the Expence of or connected with any such Alteration shall be paid by the Party proposing the same to be made: Provided always, that no such Alteration shall be required or made which would be calculated, when completed, to prevent the Use by the said Railway Company of the said Portion of Railway: Provided also, that if, either in forming or afterwards altering the said Portion of Railway, any Alteration of the Levels of the said Portion of the said Railway shall be proposed beyond what is sanctioned by the said recited Act, the same, in so far as it may pass through the Property of any Party other than the said Trustees, shall only be required to be made if such Party consents thereto.

For Protection of the Railway occupied by John Taylor Gordon.

XIV. And be it further enacted, That nothing in the said recited Act or this Act contained shall authorize or empower the said Company to alter, deviate, or interfere with the Line or Course of the private Railway now in the Occupation of *John Taylor Gordon*, at the Point where the same crosses the main Line of Railway, by the said recited Act authorized, at *Peebles Street* in the Parish and Town of *Newton-upon-Ayr*; nor shall the said Company be allowed to form their Branch Railway to the Harbour of *Ayr* further West than a Point situated Five Feet to the East of the easternmost Branch of the said private Railway, as the same existed at the Time of the passing of the said recited Act.

Gates to be erected at Crossing of the Kilmarnock and Troon Railway.

XV. And whereas the main Line of the Railway authorized to be made by the said recited Act crosses the *Kilmarnock* and *Troon* Railway or Tramroad on the Level; and it is expedient to regulate the said Crossing, in so far as necessary to provide for the Safety of the Public; be it therefore enacted, That the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company shall make and maintain a good and sufficient Gate or Gates across the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway, and shall employ good and proper Persons to open and shut such Gate or Gates, which shall only be shut across the *Kilmarnock* and *Troon* Railway at the Time of the passing of the locomotive Engines and Trains of the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company, and shall, if necessary, provide a Residence for such Person or Persons at or near the said Crossing, so that the Persons, Carts, Carriages, or locomotive Engines passing along such Railways shall not be exposed to any Danger or Damage from Concussion or Interference with each other; and any Complaint for any Neglect in respect of erecting or maintaining

taining the said Gates may and shall be made within One Month after the said Neglect to the said Sheriff of the County of *Ayr*, who may summon the said Company to appear before him, and shall hear and decide upon such Complaint; and the said Company so offending shall for each and every Day of such Neglect forfeit any Sum not exceeding Five Pounds, together with such Costs as the said Sheriff before whom the Conviction shall take place shall deem fit.

Empowering Alterations on the Branch to Troon Harbour.

XVI. And whereas the said Company are by the said recited Act empowered and required to form a Branch leading from their Main Line of Railway at or near *Barassie Mill* to the Town and Harbour of *Troon*, which Branch, in so far as it lies between the old Harbours of *Troon* and the Storehouses at or near to the Pier of the said Harbour, may interfere with certain Docks or other Improvements which the Proprietor of the said Harbour may hereafter be desirous to execute thereon; be it therefore enacted, That it shall be in the Power of the Proprietor of the Harbour of *Troon* for the Time being, and he is hereby authorized, whenever he shall think fit to make such Docks or any other Improvements, to alter, at his Expence, the Line or Course of the said Branch Railway which the said Company may, under the Powers of the said recited Act, have made, in so far as the same Alteration may be necessary or expedient for the Purpose of making such Docks or Improvements: Provided always, that it shall not be in the Power of the said Proprietor to make any Alteration on the said Branch Railway which would have the Effect of preventing the said Company from having as good and convenient Access to the said Harbour and Wharfs as they would have had if the Line were to remain as laid down on the Plan of the said Branch Railway referred to in the said recited Act, and were to terminate, as intended by the said Act, at the Storehouses on the said Harbour: Provided always, that it shall not be in the Power of the said Company to run any locomotive Engine on any Part of the Line of Railway to the North of the Terminus of the Red Line laid down on the amended Plan referred to in the said recited Act, on the North Side of the Road leading from the Town of *Troon* to the said Harbour, or to inclose the said Portion of Railway, so as to prevent the same being crossed with Horses, Waggons, or other Carriages, at any Place to the North of the Termination of the said Red Line: Provided also, that the Proprietor of the said Harbour shall and he is hereby required to allow sufficient Access to the Vessels in the said Harbour for the Traffic coming by the said Branch Railway, and shall, if necessary, adapt the present Trams or Rails on the Quay thereof for the Admission of the Carriages of the said Railway Company thereon; and in the Event of the said Proprietor refusing so to do, on the Request of the said Company, then the said Company shall have Power to lay down such Sidings to their said Railway as may be necessary for securing Access to the said Vessels: Provided further, that no Charge whatever shall be made by the said Proprietor for the Use of his Trams or Rails, or for affording such Access as aforesaid.

Limiting the Period for purchasing

XVII. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the

 passing

passing of this Act, agree for, or cause to be valued and paid for, as in the said recited Act mentioned, the Lands which they are by this Act empowered to take and use, or otherwise have submitted the Value thereof to be decided by Arbitration or by the Verdict of a Jury, the Powers hereby granted to them for taking or using the same shall, after the said Period of Three Years, cease and be utterly void, save and except with the Consent in Writing of the Owners of such Lands respectively, extending the said Period, and save also as herein-after mentioned.

Lands under this Act.

XVIII. And be it further enacted, That, save as by the said Act or this Act excepted, the Charges by the said recited Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per* Mile or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line only and under the same Circumstances; and no Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway as aforesaid.

Rates of Carriage to be charged equally.

XIX. And whereas there are certain Roads or Trackways in the Parishes of *Newton*, *Prestwick*, and *Monkton*, delineated on the Plans referred to in the said recited Act by the Numbers 108, 119, and 124 of the Parish of *Newton*, and by the Numbers 2, 6, 20, 30, 38, 49, and 58 of the Parish of *Prestwick*, and by the Number 13 of the Parish of *Monkton*, which Roads or Trackways are not metalled or regularly formed, and lead only to the Sea Beach, and are chiefly used for the Carriage of Sea-ware as Manure at particular Seasons of the Year, but the Traffic thereon is very inconsiderable: And whereas some of the said Roads or Trackways are alleged to be Parish Roads, whilst others are Servitude or Occupation Roads: And whereas the said Roads or Trackways cross the said Railway where it is near the natural Surface of the Ground, and it would be attended with very great Expence, and with Inconvenience to the Public, to make Arches over or under the said Railway at each of the said Roads or Trackways, or to make them of the Dimensions specified in the said Act, and several of the said Roads may be diverted and united and carried over, under, or across the said Railway at One Point; be it therefore enacted, That the Provisions in the said recited Act regarding the Mode of carrying Roads over or under the said Railway by means of Bridges or Arches, so far as applicable to the said Roads or Trackways, shall be and the same are hereby repealed; and it shall be lawful for the said Company and they are hereby bound, within Eighteen Months from the Date of passing this Act, to carry the said Roads across the said Railway, or to shut up or divert the same in manner herein-after mentioned; that is to say, the said Roads marked Numbers One hundred and eight, One hundred and nineteen, and

Authority to Sheriff to regulate certain Crossings in Ayrshire.

One hundred and twenty-four of the Parish of *Newton* shall and may be carried across the said Railway by a Bridge of the Dimensions specified in the said recited Act to be erected by the said Company at or near the said Road Number One hundred and nineteen; and the said Three Roads shall communicate with each other on the East of the said Railway by the Road marked Number One hundred and twenty-three of the Parish of *Newton* on the said Plans, and on the West of the said Railway by a new Road to be laid off by the said Company parallel and close to the said Railway, for which Land has been already purchased by them, and the said Roads Numbers Two and Six of the Parish of *Prestwick* shall and may be carried across the said Railway by a Bridge of the Dimensions specified in the said recited Act to be erected by the said Company at a Point situated near the South End of the *Maryburgh Pans* Feu, and the said Two Roads shall communicate with each other on the West of the said Railway by a Road Twenty Feet wide to be laid off by the said Company, and for which Ground shall be purchased by them; and in lieu of the present Lines of the said Roads on the East of the said Railway a new Road Twenty Feet wide shall be laid off by the said Company, and for which Ground shall be purchased by them, leading from the said Bridge over the Railway to the Turnpike Road from *Ayr* to *Kilmarnock*; and the said Roads marked Numbers Twenty and Thirty-eight of the Parish of *Prestwick* shall and may be carried under the said Railway in their present Lines by Arches of the Dimensions herein-after mentioned; and the said Road marked Number Forty-nine of the Parish of *Prestwick* shall and may be carried under the said Railway in a Line deviated Northwards to an Extent not exceeding Forty Yards; such Arches to be of the Height of Nine Feet, and of the Width of Twelve Feet, and to have Approaches, properly drained, leading thereto, of the Inclination of One Foot in Twenty Feet; and the said Road marked Number Thirty of the Parish of *Prestwick* shall and may be shut up, the said Company making Compensation to the Owners or Occupiers interested therein for any Loss or Damage which they may sustain in consequence of the same not being carried across the said Railway, such Compensation to be fixed in the Manner provided for in the said recited Act and this Act in regard to other Claims of Damages; and the said Road marked Number Fifty-eight of the Parish of *Prestwick* shall and may be carried under the said Railway by an Arch which has been already constructed at or near the Line of the said Road of the Height of Ten Feet, and of the Width of Ten Feet; and the said Road marked Number Thirteen of the Parish of *Monkton* shall and may be deviated and carried either on the East Side of and parallel and close to the said Railway, or, in the Option of the said Company, along the North Side of the Field marked Number Ten of the Parish of *Monkton* on the said Plans, into the Road marked Number Eleven of the Parish of *Monkton* on the said Plans, and the present Surface crossing at the said Road Number Thirteen shall and may be shut up: Provided always, that the new Roads or Trackways to be laid off and provided by the said Company as herein-before mentioned shall, before being handed over to the Road Trustees or other Parties interested therein, be made, in respect of metalling and fencing, equal to the Roads in lieu of which they shall be substituted, and the Approaches to the said Bridges or Arches, where raised, shall be fenced in a Way to ensure the Safety of the Public; and in case of any Dispute between the said Company

pany and any Person or Corporation regarding the Line or Course of the said Roads, or the Construction of the said Bridges or Arches, or the Approaches thereto, or Implement of the Provisions herein contained, the same shall be decided by the Sheriff of the County of *Ayr;* and the said Company are hereby empowered to take and use such Lands and Properties delineated on the Plans and mentioned in the Books of Reference referred to in the said recited Act as may be necessary for the Construction of the Works herein-before authorized and directed, making Compensation therefor in manner provided for in the said recited Act and this Act.

Regulation as to crossing of Road.

XX. And whereas by the said recited Act it is enacted, that, except as therein otherwise provided, the Ascent of every Bridge for carrying any Turnpike Road over the said Railway shall not be more than One Foot in Thirty Feet, and for the Purpose of carrying any public Highway, not being a Turnpike Road, over the said Railway, shall not be more than One Foot in Twenty Feet, and for carrying any private Carriage Road or Occupation Way over the said Railway shall not be more than One Foot in Fifteen Feet, and that the Descent of every Turnpike Road, public Carriage Road, and Occupation Way respectively underneath the said Railway shall not be steeper than the Inclinations before mentioned: And whereas in consequence of some of the Roads crossed or to be crossed by the said Railway being or having been, before the same were interfered with by the said Company, at or near to the Points where the same respectively are or are intended to be crossed, steeper than the Inclinations above limited, it has been found almost impracticable to obtain such Inclinations in carrying the said Railway over or under the said Roads; be it therefore enacted, That wherever the said Railway shall be carried over or under any Turnpike Road, public Highway, or Occupation Road, the average Inclination of which, within One hundred Yards of the Point of crossing thereof, shall be steeper than the Inclinations required by the said recited Act for carrying the same under or over the said Railway, it shall and may be lawful for the said Company to carry the same over or under the said Railway on any Inclination not being steeper than the said average Inclination of such Turnpike Road, public Highway, or Occupation Road, at or within such Distance of the Point of crossing as aforesaid, provided the Trustees of or other Parties interested in the said Roads consent to the same being so carried, or, in the event of their not consenting thereto, provided the Sheriff of the County in which the said Roads may be situate shall so determine.

As to Proprietorship of diverted Roads.

XXI. And be it further enacted, That where, in the Execution of the Powers contained in the said recited Act or this Act, the Line or Course of any Turnpike Road or public Highway shall be diverted or deviated and carried over Ground purchased or agreed for by the said Company, the Solum of the old Road so diverted or deviated shall, where the same is not required by the said Company, belong to and shall, *ipso jure*, vest in the respective Owners of the Lands bounding the same on either Side thereof in equal Moieties; and the said Owners shall be entitled to shut up the old Road so diverted or deviated opposite to their respective Lands, and to inclose and appropriate

appropriate the same, unless the old Road so diverted or deviated shall be deemed by the said Company necessary as an Access leading to the said Railway, or to any of the Works thereof, or to any of the adjoining Lands intersected thereby, in which Case it shall be in the Power of the said Company to keep the same open, and the said old Road shall accordingly in such Case remain open and patent, and may be used by the said Company, and by any Person or Persons going to or from the Railway or Lands, so long as the said Company shall consider expedient, and the Maintenance thereof shall be paid for by the said Company, or the Party or Parties using the same.

As to the Purchase of Land on the Estate of the Marquis of Abercorn.

XXII. And whereas the Line of Railway authorized to be made by the said recited Act intersects the Property of the Most Noble the Marquis of *Abercorn*, situated in the Abbey Parish of *Paisley* and County of *Renfrew*, and a Stripe of Ground is left between the said Railway and the public Road or Highway leading from *Paisley* to *Johnstone*, and is separated from the Remainder of the Property; be it therefore enacted, That it shall be in the Power of the said Marquis, or his Heirs or Successors in the said Lands, or the Persons by the said recited Act or this Act capacitated to sell and convey Lands for the Purposes of the said Railway, to sell and convey to the said Company, and the said Company are hereby authorized and empowered to purchase and acquire from the said Marquis, or from his foresaids capacitated as aforesaid, in addition to the Land which they are authorized to purchase for additional Stations, the Whole or such Part of the said Stripe or Piece of Ground lying between the said Railway and the said public Road or Highway as the said Marquis or his foresaids shall be willing and agree to dispose of; and the Compensation payable for such Stripe or Piece of Ground, or any Part thereof, shall be agreed upon or fixed and ascertained and be paid or consigned in the same Manner as with respect to Land required for the said Railway; and the said Company shall, on acquiring the said Ground, be entitled and they are hereby required, within the Period by this Act limited for the Sale of superfluous Lands, to sell and convey such Parts thereof as they shall not require for the Purposes of the said Undertaking to any Person or Persons, in Whole or in Lots, without making any previous Offer thereof to the adjoining Owners, or being subject to any other Restriction: Provided always, that nothing herein contained shall be held to prejudice or interfere with the Right of the said Company, under and by virtue of the said recited Act and this Act, to purchase and acquire from the said Marquis of *Abercorn* or his foresaids, without his or their Consent, any Parts of the said Stripe or Piece of Ground which may be required for the Purposes of the said Undertaking.

Capacitated Persons may sell further Lands to the Company.

XXIII. And be it further enacted, That all Corporations and Persons by the said recited Act or this Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Land required for the said Undertaking may and they are hereby empowered, at any Time or Times after, and notwithstanding the Period limited for the compulsory Purchase of Lands by the said Company may have expired (if they shall be willing, but not otherwise), to treat and agree with the said Company for the Sale and Convey-

ance of any Land that may be required for the Purposes of the said Undertaking, but subject nevertheless to the Provisions and Restrictions in the said recited Act and this Act contained with regard to the Payment, Consignation, and Investment of the Price, or Compensation to be paid for the same; and all Agreements, Submissions, or Arbitrations entered into by such Persons capacitated as aforesaid, with reference to the Amount of Compensation to be paid in respect of any Lands to be purchased, taken, or interfered with by the said Company under the Powers of the said recited Act or this Act, shall be binding on them and their Successors in the said Lands.

Modifying Provision as to Purchase of Superiorities.

XXIV. And whereas by the said recited Act it is provided, that before entering into Possession of any Lands full Compensation shall be made by the said Company to the Superiors thereof for all Loss which they may sustain by being deprived of any Casualties or otherwise: And whereas the Feu Duties and Casualties payable in respect of Lands are frequently small or nominal, and in many Instances Superiors do not make up Titles to their Superiority, and are not in a Situation to receive or discharge such Feu Duties or Casualties, and it would be attended with Inconvenience if the said Company were in all Cases obliged to purchase and acquire the Rights of Superiors before entering into Possession of such Lands; be it therefore enacted, That, notwithstanding any thing in the said recited Act contained to the contrary, it shall be lawful for the said Company, either before entering into Possession of such Lands, or at any Time thereafter, to purchase and redeem the Claims of the said Superiors in the same Way as if the Time limited by the said Act and by this Act for the compulsory Acquisition of Lands had not expired; and the Compensation payable to such Superiors for Loss of Casualties, where untaxed, shall be fixed and ascertained with reference to the Buildings which were upon the Lands, and to the Value of the said Lands, at the Time the same were entered upon by the said Company: Provided always, that the said Superiors, whenever they shall have made made up their Titles, and shall be in a Situation to discharge and convey their Rights and Interests, may require the said Company to purchase and redeem the same forthwith, or within a given Period; and the said Company shall and they are hereby required to purchase the same accordingly.

For removing Doubts as to Registration of Feus or Conveyances.

XXV. And whereas by the said recited Act it is provided, that all Feus or Conveyances in favour of the said Company, being duly executed, and being registered in the particular Register of Sasines kept for the County or District in which the Lands mentioned therein are locally situated, or in the general Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date thereof, shall give and constitute a good and undoubted Right, and complete and valid feudal Title, in all Time coming, to the said Company of Proprietors, and their Successors and Assigns, to the Premises therein described: And whereas Doubts have arisen as to the Register in which Conveyances of Lands situated within the Limits of a Royal Burgh should be recorded, and as to the Necessity of recording in a Register of Sasines Feus and Conveyances in favour of the said Company which may contain a Procuratory of Resigna-

tion or Precept of Sasine, or which have been or may be completed by Infeftment according to the usual Practice in *Scotland*; be it therefore enacted, That all Conveyances in favour of the said Company of Lands situated within the Limits of a Royal Burgh shall and may be recorded in the Register of Sasines of such Burgh, and the Keeper of the Register of Sasines thereof is hereby authorized and required to record the same; and the said Feus and Conveyances being duly executed, and having already been or being hereafter so registered within Sixty Days of their respective Dates, or within Sixty Days of the passing of this Act, shall give and constitute a good and undoubted Right and complete and valid Title, in all Time coming, to the said Company of Proprietors, and to their Successors and Assigns, to the Premises therein described, any Law or Custom notwithstanding; and it shall not be necessary for the said Company to record in any Register of Sasines Feus or Conveyances in their Favour which shall contain a Procuratory of Resignation or Precept of Sasine, or which shall have been or may hereafter be completed by Infeftment: Provided always, that the Title of the said Company, under or by virtue of such last-mentioned Feus or Conveyances, shall be regulated by the ordinary Law of *Scotland*, and not by any special Provision contained in the said recited Act or this Act, until either the Feus or Conveyances themselves, or the Instruments of Sasine thereon, shall have been recorded in a Register of Sasines.

Conveyances to the Company to bar Challenge in certain Events.

XXVI. And be it further enacted, That in all Cases where the said Company have already purchased or shall hereafter purchase a Part only of the Lands belonging to any Proprietor, and possessed by him under the same Titles, and the Feu or Conveyance thereof in favour of the said Company, or the Infeftment following thereupon, shall have been duly recorded in a public Register of Sasines, in the Manner directed in the said recited Act or this Act, such Feu or Conveyance shall be deemed and taken to be a valid and indefeasible Right and Title to the said Lands, and the said Company shall accordingly remain thereafter in the free and undisturbed Possession thereof, subject only to the Provisions and Conditions contained in the said Feu or Conveyance, unless it shall be shown, by the Person or Corporation claiming the same, or any Right or Interest therein, that the Granter of the said Feu or Conveyance was not at the Time of granting the same capacitated or capable, by completing Titles in his Person, to capacitate himself to execute the said Deed under or by virtue of the said recited Act or of this Act: Provided always, that nothing herein contained shall be held to interfere with or bar the Claims of Superiors under whom the Granter of the said Feu or Conveyance held or might have held the said Lands.

Providing Remedy in case of Proceedings for Recovery of Land purchased by the Company.

XXVII. Provided always, and be it further enacted, That if, at any Time after the said Company shall have entered upon any Lands which, under the Provisions of the said recited Act or this Act, they are authorized to purchase, and for which they shall *bonâ fide* and without Collusion have paid, deposited, or tendered the Purchase Money or Compensation agreed on by and between the said Company and the Party in Possession of the said Lands, or awarded in respect

respect of the same, any Person or Corporation shall appear to be entitled preferably to such Lands, or to any Estate, Right, or Interest affecting the same, which Title, Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase or to pay Satisfaction or Compensation for, by reason of the said Company not having had express written Notice of the Existence thereof, or by reason of any other Accident, Error, or Mistake, and such Title, Estate, Right, or Interest shall not have been vested in, or barred or extinguished for the Benefit of the said Company, by virtue of any of the Provisions in the said recited Act or in this Act contained, then, notwithstanding such Title, Estate, Right, or Interest, and whether the Period granted by such Acts or either of them for the Purchase of Land shall have expired or not, the said Company shall remain in the undisturbed Possession of such Lands, provided the said Company shall, within Six Calendar Months after Intimation to them of a Decree in the Court of Session constituting such preferable Title, or after legal Proof shown to them of such Estate, Right, or Interest, purchase or pay or tender Payment of Compensation or Satisfaction for the same, which Purchase Money, Compensation, or Satisfaction shall be agreed on or awarded, and paid or tendered, in like Manner as, according to the Provisions in the said recited Act and this Act, the same would have been agreed on or awarded, and paid or tendered, in case the said Company had purchased such Title, Estate, Right, or Interest before their Entry upon such Lands, all the Powers and Provisions of both of the said Acts regarding the compulsory taking of Land being hereby, so far as regards the said Lands, renewed and extended.

Regulating Form of Process in Jury Cases.

XXVIII. And be it further enacted and declared, That in all Cases in which Juries shall be summoned under the Provisions of the said recited Act or of this Act, the Form of Process, so far as regards the Order of adducing Evidence and of conducting the Case, shall be the Form of Process observed in Civil Cases in the Sheriff Courts of *Scotland*, and the Person or Corporation claiming Compensation shall in all Cases be Pursuer, and have the Rights and Privileges of a Pursuer, any thing in this Act or in the said recited Act to the contrary notwithstanding: Provided always, that if, owing to special Circumstances, to be substantiated by the Party claiming Compensation, he shall not have been able to furnish the said Company with the Particulars of his Claim within the Period limited by and in accordance with the Provisions of the said recited Act and of this Act, it shall be in the Power of the Sheriff to postpone the Inquiry for such Period as the said Company may think necessary for their Consideration of the said Particulars, not exceeding Thirty Days, the Party claiming Compensation being always liable for all Costs occasioned by such Delay, and also in such Sum in the Nature of Damage to the said Company as the Sheriff may award.

Company may consign Compensation without Application to Court of Session.

XXIX. And be it further enacted, That it shall be lawful for the said Company, in all Cases in which they are authorized or directed by the said recited Act or this Act to consign the Amount agreed or awarded to be paid by them in respect of any Compensation or otherwise under the said recited Act or this Act, to make such Consignation

signation in one of the chartered Banks of *Scotland*, without any previous Application to the Court of Session, as required by the said recited Act, and all Consignations in such Banks already made by them without such Application are hereby ratified and approved of, provided that in the Books of the said Bank, or in the Receipt by the Cashier or other Officer of the said Bank, it shall appear that the Money so consigned has been consigned in Terms of the said recited Act and of this Act, subject to the Orders and Control of the Court of Session (without which Orders no Money deposited shall be removed from the said Bank) in the Way and to the Intent therein or herein provided.

Regulating the Application and Reinvestment of Money consigned in Bank.

XXX. And be it further enacted, That when any Purchase or Compensation Money payable by the said Company shall have been consigned in any of the chartered Banks of *Scotland*, and shall, by Order of the Court of Session, be directed to be laid out in the Purchase of other Lands, as in the said recited Act is mentioned, it shall not be necessary to engross or repeat *verbatim* in any of the Titles of the new Lands which shall be purchased in lieu and place of those taken, used, or injured by the said Company the Conditions and Provisions of the Entail or other Investiture of the said old Lands, or to mention specifically the Uses, Trusts, Intents, and Purposes to, for, and upon which the said new Lands are to be held, but it shall be sufficient to state the Dates of executing and recording the Deed or Deeds containing the Provisions and Conditions subject to which, or the Uses, Trusts, Intents, and Purposes to, for, and upon which the said old Lands were held, and to declare that the said new Lands shall be held subject to the same Provisions and Conditions, and to, for, and upon the like Uses, Trusts, Intents, and Purposes, and to record the Title containing such general Reference in the Register of Taillies, Sasines, or other proper Record, according to the Circumstances, which the Keepers of the said Records are hereby authorized and required to do without a special Order to that Effect.

Repealing Clause as to Compensation to be made for temporary Damage.

XXXI. And whereas the said recited Act contains certain Provisions for enabling the said Company, after such Notice as thereby required, to enter upon and take temporary Possession of Lands adjoining or lying near to the said Railway and Works, for the Purposes therein particularly mentioned, without having previously made any Payment, Tender, or Consignation of Money as referred to by the said Act, provided the said Company should, if required, enter into such Bond as therein referred to, and make Compensation and Satisfaction to the Owner of such Land, for the permanent Damage and Injury, if any, which might be done to the same, and separate and set apart so much of the Lands so required to be used from the other Lands adjoining thereto as in the said Act particularly mentioned: And whereas it is expedient that the said several Provisions should be repealed, and others substituted in lieu thereof; be it therefore enacted, That the several Provisions in the said recited Act contained, to the Effect herein-before mentioned or referred to, shall be and the same are hereby repealed.

XXXII. And

Penalty on entering Lands before Purchase.

XXXII. And be it further enacted, That, save as herein-after provided, if the said Company or any of their Contractors shall wilfully enter upon and take possession of any Lands, except for the Purposes and according to the Provisions in the said recited Act or this Act mentioned, without the Consent of the Person in Receipt of the Rents or of the Occupier thereof, or without having made or tendered Payment for the same in manner directed by the said recited Act, the said Company shall forfeit and pay to the Party in Possession or in Receipt of the Rents of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to the said Lands by reason of such Entry and taking possession thereof as aforesaid, such Penalty and Damage respectively to be recovered before the Sheriff of the County in which the said Lands or any Part thereof may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession or in the Receipt of the Rents of the said Lands before the said Sheriff: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid, if they shall, *bonâ fide* and without Collusion, have paid or tendered the Compensation agreed on or awarded to be paid in respect of the said Lands to any Person, whether legally entitled to receive the same or not, or shall have deposited the same incorrectly: Provided further, that it shall be in the Discretion of the said Sheriff in any Case to modify the said Penalties, or any of them, as he may think proper: Provided also, that after Notice of this Provision shall have been given by the said Company to any of their Contractors the said Company shall be entitled to recover from such Contractors any Penalty in which they may have been convicted, or Damage to which they may have been subjected, in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done without the express Authority of the said Company.

Power to take temporary Possession of Land without previous Payment of Price.

XXXIII. And be it further enacted, That, subject to the Provisions herein-after contained, the said Company may and they are hereby empowered, at any Time or Times before the Expiration of the Period by the said recited Act and this Act limited for the Completion of the said Railway, and without making any previous Payment, Tender, or Consignation, to enter or continue upon the Lands of any Person or Corporation, not being more than Two hundred and fifty Yards distant from the Centre of the said Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer to any Mansion House belonging to the Owner of such Lands than Five hundred Yards, and upon any existing private Roads not being more than Five hundred Yards distant from the Centre of the said Railway, and to use the said Lands for the Purposes of permanently depositing Spoil thereon, or of taking Stuff by Side Cuttings therefrom, or of obtaining Materials for the Formation of the Rail-

way therefrom, or of forming Roads or Approaches thereon, to and from, or over or under the said Railway, or of occupying the said Lands during the Construction or Repair of the said Railway, and for these Purposes or any of them to lay or deposit on the said Lands, or to work or manufacture thereon, any Earth, Clay, Gravel, Sand, Stones, Bricks, Slates, Timber, Lime, or other Things, or to dig, cut, get, take, remove, and carry away, out of or from such Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Things which can or may be got or found therein, and to manufacture the same, and to use the said existing private Roads, the said Company giving Notice to the Owners and Occupiers of such Lands, and making Compensation in manner after mentioned.

Company to give Notice previous to such temporary Possession.

XXXIV. And be it further enacted, That before entering on any such Lands the said Company shall, in case the same are required for Spoil Banks, or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Railway, give Six Weeks Notice of their Intention to enter upon the same to the Owners and Occupiers thereof; and in case the said Lands are required for any of the other Purposes herein-before mentioned the said Company shall give Ten Days Notice of such their Intention to the said Owners and Occupiers; and in either Case the said Company shall, if required, separate and set apart the said Lands from the other Lands adjoining thereto: Provided always, that if the said Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before provided, it shall be in the Power of the Owner of the Lands therein referred to, within Ten Days after Service of such Notice, to object to the said Company making use thereof on the Ground that other Lands lying contiguous thereto, and authorized to be taken by the said recited Act or this Act, might be more beneficially occupied for such Purpose by the said Company, or that less Injury would be caused by the Occupation of any other Lands, and that the Occupation of the same would answer the Objects of the said Company; and in such Case, if the said Company shall refuse to occupy such other Lands in lieu of the Lands referred to by them in the said Notice, it shall be lawful for the Sheriff of the County where the said Lands wholly or in part lie, on the Application of the said Owner, to summon the said Company and the Owner of such other Lands to appear before him, at any Time not being more than Fourteen Days nor less than Seven Days from the Service of such Summons on the said Company and on such Owner, or his Agent or Factor, and on hearing of the Parties verbally to determine summarily which of the said Lands shall be occupied by the said Company for such Purposes as aforesaid, and to authorize the said Company to occupy the same accordingly: Provided also, that before entering upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials as aforesaid, the said Company shall, if required by the Owner thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, who shall enter into a Bond to such Owner in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein-after mentioned, such Sureties to be approved

approved of by the Sheriff of the County in which the said Lands or any Part thereof shall be situate, in case the Parties differ about the same.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

XXXV. And be it further enacted, That where the said Company shall, in virtue of the Powers herein-before conferred on them, enter upon or continue in the Possession of any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the said Railway therefrom, it shall be in the Power of the Person or Corporation, by the said recited Act or this Act capacitated, to sell and convey the said Lands, and of the Occupier thereof, at any Time during the Possession of the same by the said Company, to require the said Company to purchase the said Lands and their Rights and Interests therein by serving a Notice in Writing on their Agent or Secretary, setting forth the Particulars and Amount of their Claim in respect thereof, and the said Company shall thereupon be bound to purchase the said Lands, and Rights and Interests therein accordingly; and the Value of such Lands, and the Compensation payable therefor to the said Owner and Occupier, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to the Purchase of Lands required for the Purposes of the said Act.

Provision as to fixing Compensation for Ground temporarily occupied.

XXXVI. And be it further enacted, That where the said Company shall not be required to purchase the said Lands, and in all other Cases where they shall enter upon or continue in the temporary Possession of Lands in virtue of the Powers herein-before granted, they shall be obliged, within One Month after their Entry upon such Lands, if not already entered upon, and within One Month after the passing of this Act, if the same have been already entered upon, under a Notice served on the Owner or Occupier in Terms of the said recited Act, upon being required so to do by a written Notice, delivered to their Agent or Secretary, setting forth the Particulars and Amount of his Claim, to agree with the Occupier of the said Lands for the Payment of the Value of any Crop or Dressing that may be thereon, and of an annual Sum by way of Rent for and during their Occupation thereof; and shall also, within Six Calendar Months after they have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by the said recited Act and this Act limited for the Completion of the said Railway, upon being required by the Owner and Occupier of the said Lands by a written Notice delivered to their Agent or Secretary, setting forth the Particulars and Amount of their Claim, agree with such Owner and Occupier for the Payment of any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage, or the Value of any Crop or Dressing that may be on the said Lands, and the Rent payable in respect thereof for and during the Company's Possession, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to Compensation for Damage, and to the Purchase of Lands required for the Purposes of the said Railway.

XXXVII. And

Rates and Tolls on the Branch Railways need not be the same as on the Main Line.

XXXVII. And whereas the Branch Railway leading to *High Monkcurr* hereby authorized to be made, and the Branch Railway leading from *Blairland* to *Kilmarnock* authorized to be made by the said recited Act, will form a direct Means of Communication between *Kilmarnock* and the Towns of *Kilwinning*, *Stevenston*, and *Saltcoats*, and the Port of *Ardrossan*, and the said Comunication will cross the Main Line of Railway nearly at Right Angles, and the Traffic on these Branches will, to a great Extent, be different from and entirely unconnected with the Traffic on the main Line of the said Railway from *Glasgow* to *Ayr*, and it is expedient that the Rates, Tolls, and Charges to be levied or made on the said Branches should be settled independently of those to be levied or made on the said main Line; be it therefore enacted, That, notwithstanding any thing in the said recited Act or in this Act to the contrary thereof, it shall be lawful for the said Company to settle and determine, and to demand and recover, and from Time to Time to vary and alter, the Rates, Tolls, and Charges *per* Mile to be levied and made on and for the Use of the said Branch Railways leading to *High Monkcurr* and to *Kilmarnock*, without Reference to the Rates, Tolls, and Charges to be levied and made on the other Portions of the said Railway: Provided always, that the Rates, Tolls, and Charges to be levied and made on and for the said Branches shall be charged equally in respect of the same Description of Articles, Matters, and Things, and shall in no Case exceed the Amount of Rates, Tolls, or Charges authorized to be levied or made by the said recited Act or this Act for other Portions of the Line thereby or hereby authorized to be made.

Company to keep a separate Account of the Tolls received for Use of the Railway.

XXXVIII. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept showing the Amount of Rates or Tolls which have been received by the said Company, or which would have been received by them for the Use of the said Railway in respect of such Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and all Parties having an Interest shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year; and if the Company fail to keep such Accounts, or to permit the Inspection thereof, they shall forfeit to each Person as aforesaid, who shall demand such Accounts or either of them, and who shall be refused the Inspection of the same or either of them, for every Failure to keep such Accounts a Sum of Thirty Pounds, and for every Day during which the Failure to permit such Inspection may continue a Sum of Ten Pounds *per* Day; and such Penalties shall be recoverable as other Penalties are by the said recited Act directed to be recovered, and shall be applied for the Benefit of the Poor of the Parish within which any such Failure shall occur.

Proceedings need not be in Writing.

XXXIX. And be it further enacted, That any Sheriff to whom any Application is authorized to be made, and before whom any judicial Proceedings shall in consequence take place or become necessary, under or by virtue of the said recited Act or this Act, shall

shall and he is hereby authorized and required summarily to call before him all Parties who appear to him to be interested therein, and to proceed forthwith to hear *vivâ voce* and pronounce Judgment regarding the Matters mentioned in such Application or Proceedings, or to do the several Acts and Things required by the said recited Act or this Act to be done by him, without waiting the ordinary Course of the Roll of Causes before him, and without written Pleadings or a written Record, or reducing any Evidence which may be led by either of the Parties to Writing, unless and except where the said Sheriff shall consider that the Matters mentioned in such Application or Proceedings can with more Advantage be decided with written Pleadings and with a written Record, in which Case he shall proceed to bring the same to a Conclusion, and to make up the same with all convenient Despatch: Provided always, that where such Application or Proceedings refer to the Acquisition or Occupation of Land by the said Company, it shall not be in the Power of the said Sheriff to allow written Proceedings, or to make up a written Record, without the Consent of the said Company.

Power of Appeal.

XL. And be it further enacted, That in all Cases which may come before any Sheriff Substitute under the said recited Act or this Act in which written Pleadings shall have been allowed, and a written Record shall have been made up, and where the Evidence which may have been led by the Parties shall have been reduced to Writing, but in no other Case whatever, it shall be competent for any of the Parties thereto, within Five Days after a final Judgment shall have been pronounced by such Sheriff Substitute, to appeal against the same to the Sheriff Depute of the County, by lodging a Minute of Appeal with the Sheriff Clerk of such County or his Depute, and the said Sheriff Depute shall thereupon review the Proceedings of the said Sheriff Substitute and whole Process, and, if he thinks proper, hear the Parties *vivâ voce* thereon, and pronounce Judgment, and such Judgment shall in no Case be subject to Review, Stay of Execution, or Appeal, but shall be final and conclusive on the Parties.

Regulating Form of Transfer of Shares.

XLI. And whereas there are many Shareholders of the said Company who reside in *England*, and Sales of Shares are frequently made by Persons in *England* to Persons in *Scotland*, and *vice versâ*, and it would be attended with Inconvenience if all Transfers of Shares were required to be executed according to the Forms of the Law of *Scotland*; be it therefore enacted, That Transfers which have already been or which may hereafter be made of Shares of the said Company shall be valid and effectual, provided the same shall be executed, either according to the usual Mode of executing such Instruments in *England*, or according to the Law of *Scotland*, or partly according to the one, and partly according to the other.

Shares not to be arrestable, but may be adjudged for Debt.

XLII. And be it further enacted, That the Shares of the said Company, and the Dividends and Interest due or to become due thereon, shall not be liable to be arrested or attached for Debt at the Instance of Creditors or alleged Creditors of the Proprietors thereof, but that the said Shares, Interest, and Dividends shall belong and be payable

to the registered Proprietors thereof for the Time being, until a Transfer thereof shall have been executed and recorded in the Books of the said Company, or the same shall pass by Succession, or shall be adjudged for Debt, or shall be otherwise transferred in manner required or referred to in and by the said recited Act.

Repayment of Loans.

XLIII. And be it further enacted, That where the Party entitled to any Mortgage, Assignment, or Conveyance which may be granted or executed by the said Company as Security for any Sum of Money borrowed under the Provisions of the said recited Act shall consent to postpone the Repayment thereof beyond the Period (if any) therein fixed for the Repayment of the same, the Money so borrowed, with the Interest thereon, shall be payable at such further Period and under such Conditions as shall be mentioned in any Assignment or other Deed or Agreement to which the said Company may be a Party; or if no such further Period shall be so fixed then the said Money shall be payable at or at any Time after the Expiration of Twelve Calendar Months from the Period theretofore appointed for Payment of the same, upon such Notice and in like Manner as is provided by the said recited Act with respect to the Payment of Money borrowed where no Time is fixed for the Repayment thereof.

As to Sale of superfluous Lands.

XLIV. And be it further enacted, That in any Case in which the said Company, either alone or jointly with the *Glasgow*, *Paisley*, and *Greenock* Railway Company, have purchased or shall hereafter purchase or acquire any Houses, Buildings, or Land within the Limits of any City or Town, or any other Land, being the whole of the Property or Estate adjoining the said Railway on one Side thereof of the Person or Corporation from whom the same may have been purchased, or any Lands fronting upon a Street or public Highway, it shall be lawful for the said Company or Companies, as the Case may be, to sell and dispose of all or any Part of such superfluous Lands, Houses, and Buildings to such Person and in such Manner as such Company or Companies, as the Case may be, shall think proper, without being required previously to offer to sell the same to the Person or Persons whose Lands and Premises adjoin, any thing in the said recited Act to the contrary notwithstanding: Provided nevertheless, that nothing herein contained shall authorize or empower the said *Glasgow*, *Paisley*, *Kilmarnock*, and *Ayr* Railway Company to retain in their Possession any such superfluous Lands beyond the Period by the said recited Act and this Act limited with respect thereto.

Annual Account to be made and a Copy transmitted to the Sheriff Clerks.

XLV. And be it further enacted, That the said Company shall and they are hereby required in each and every Year to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of the said recited Act or this Act for the Year ending on the Thirtieth Day of *June*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account free of Charge to the Sheriff Clerks of the several Counties through which the said Railway will pass, on or

before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect any Sum not exceeding Twenty Pounds which may be fixed by the Sheriff of the County in which such Omission or Neglect shall occur.

For extending the Limits of the Line to be held jointly with the Glasgow, Paisley, and Greenock Railway Company.

XLVI. And whereas by the said recited Act it is provided, that the Line of Railway thereby authorized to be made, and the Line of the *Glasgow*, *Paisley*, and *Greenock* Railway, should, from a Point on the South Side of *King Street* of *Tradeston* in *Glasgow* to a Point on the West Side of *Moss Street* in *Paisley*, be made under the Superintendence and Control of a joint Committee of Management of the Directors of the Company thereby incorporated and of the said *Glasgow*, *Paisley*, and *Greenock* Railway Company, to be appointed as therein mentioned, and in like Manner as though the said Two Companies were incorporated into One, for the Purpose of making, maintaining, and using the said joint Portion of the said Railway and Works: And whereas the Line of Railway of the *Glasgow*, *Paisley*, *Kilmarnock*, and *Ayr* Railway Company extends from the said Point on the South Side of *King Street* of *Tradeston* in *Glasgow* to *Clyde Place* of *Tradeston* in *Glasgow*; and it is expedient, and for the Benefit of the Public, that the said Portion of Railway, or otherwise so much thereof as may be used for Passenger Traffic, should also be common to the said Two Companies: Be it therefore enacted, That it shall be lawful for the said *Glasgow*, *Paisley*, *Kilmarnock*, and *Ayr* Railway Company to sell and transfer to the said *Glasgow*, *Paisley*, and *Greenock* Railway Company, and for the said *Glasgow*, *Paisley*, and *Greenock* Railway Company to purchase from the former Company, *pro indiviso*, One Half Share or Right to such Portion of Railway lying between the South Side of *King Street* of *Tradeston* in *Glasgow* and *Clyde Place* of *Tradeston* in *Glasgow* aforesaid, or to such Parts thereof, and of the Lands or Works connected therewith, as may be deemed expedient, and subject to such Provisions, Restrictions, and Conditions, and on such Terms, as shall be mutually agreed on between the said Two Companies; and all Contracts and Agreements now or hereafter to be entered into between the said Companies regarding any such Sale, or the Payment of the Price or the Consideration for the same, or the Execution of the Works, or the Allotment of any Offices thereon, or regarding any other Matter or Thing connected therewith, shall be valid and effectual and binding on the said Two Companies and their Successors, if signed by Three Directors of each Company, and sealed with their respective Corporate Seals; and the said additional Portion of the said Railway and Works, so far as sold and transferred, shall, subject to the Provisions, Restrictions, and Conditions of such Sale and Transfer, be made and worked under the Superintendence and Control of the joint Committee of Management mentioned or referred to in and by the said recited Act, in like Manner and as fully in all respects as though the same had originally formed a Part of the said joint Line; and all the Powers and Provisions of the said recited Act and of this Act, so far as the same

extend

extend or are applicable to the said Portion of Railway and the Works therewith connected, which shall be transferred as aforesaid, shall from and after such Transfer be exercised by the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company, and the *Glasgow, Paisley*, and *Greenock* Railway Company, and their said joint Committee of Management, and the said Portion of Railway and Works, so far as transferred, shall vest in the said Two Companies, and shall be for ever after held and enjoyed by them and their Successors jointly, subject to the Provisions of the said recited Act and this Act.

Extending joint Line at Paisley, West of Moss Street.

XLVII. And whereas the Lines of the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway, and of the said *Glasgow, Paisley*, and *Greenock* Railway, as now intended to be laid out and executed, do not diverge and separate on the West Side of *Moss Street* in *Paisley*, as formerly contemplated, but continue united for some Distance to the West thereof; and it is expedient that the said additional Portion of Railway should be common to the said Two Companies: Be it therefore enacted, That the said Portion of Railway between the West Side of *Moss Street* in *Paisley* and the Point where the said Two Lines of Railway shall diverge and separate and be clear of each other, not exceeding Fifty Yards to the West of *Moss Street* aforesaid, shall be made and worked under the Superintendence and Control of the joint Committee of Management, as mentioned in the said recited Act, in like Manner and as fully as though the same had originally formed a Part of the said joint Line; and all the Powers and Provisions of the said recited Act and of this Act, so far as the same extend or are applicable to the said Portion of Railway, and the Works therewith connected, are hereby conferred on and shall be exercised by the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company, and the said *Glasgow, Paisley*, and *Greenock* Railway Company, and their said joint Committee of Management; and the said Portion of Railway and Works shall be conveyed to and vest in the said Two Companies, and shall be for ever after held and enjoyed by them and their Successors jointly, subject to the Provisions of the said recited Act.

As to Management of joint Line.

XLVIII. And be it further enacted, That all Questions, Suits, or Actions relating to that Part of the said Railway which may for the Time being be under the Management of the joint Committee appointed by the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company, and the *Glasgow, Paisley*, and *Greenock* Railway Company, shall be determined, and the said Part of the said Line shall be constructed, managed, and regulated, by and according to the Powers and Provisions in the said recited Act relating to the *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway and this Act contained.

Agreements between the Two Companies.

XLIX. And be it further enacted, That it shall be lawful for the said Two Companies from Time to Time to make and execute and carry into effect any Agreements between them respecting the Use or Maintenance by them respectively of the said joint Line lying between *Clyde Place* of *Tradeston* in *Glasgow* and the said Point to the West of *Moss Street* in *Paisley*, and the Proportion or Manner in which they shall respectively be entitled to the Tolls or Receipts arising from the said Line, and to receive and recover such Tolls, or

or to remit the same respectively, as between themselves, according to any such Agreement, without Prejudice to the Tolls or Rates which they respectively are or shall or would be authorized to receive from any other Parties in the Absence of such Agreement; and all Agreements already entered into between them to the above Effect, or with reference thereto, are hereby ratified and confirmed.

Relating to the Lands purchased from the Trades House and William Grahame.

L. And whereas by the said recited Act it is provided, that the said *Glasgow*, *Paisley*, *Kilmarnock*, and *Ayr* Railway Company should be bound to take and purchase certain Lands therein described belonging to the Trades House and Incorporation of *Glasgow*, and to *William Grahame*, Merchant in *Glasgow*: And whereas the said last-mentioned Company and the said *Glasgow*, *Paisley*, and *Greenock* Railway Company have, under the Provisions of the said Act, jointly purchased the said Lands, and have also bought certain other Lands adjoining thereto, and have acquired from the said Trades House and Incorporation of *Glasgow* Right to the projected Streets through the same, with the Intention of forming the said Portions of Land and projected Streets into a Depôt: And whereas it has been agreed upon between the said respective Parties that the said Lands shall be held in Feu from the said Trades House and Incorporation of *Glasgow*; Be it therefore enacted, That the said Lands and projected Streets shall and may be so held by the Two Companies jointly, and may be inclosed by them, and be laid out for a Depôt in connexion with the said Railway, or may be divided between them, or otherwise disposed of as they shall see proper, over and above the Lands by the said Two Companies or either of them authorized to be purchased and held for additional Stations.

Relating to Station and Crossing at the Moss Road.

LI. And whereas the Line of Railway authorized to be made by the said recited Act crosses the Parish Road which is marked on the Plan therein referred to by the Number 168 in the Parish of *Govan* near the Level thereof; and in order to carry the said Road over the Railway by a Bridge it is necessary to raise it to the Height of Twenty-two Feet or thereabouts, which would be attended with Inconvenience to the Public: And whereas the Traffic or Cartage on the said Road is inconsiderable, and the same will cross the said Railway close to a Passenger Station or Stopping Place on the same; be it therefore enacted, That, notwithstanding any thing in the said recited Act or in this Act contained to the contrary, the said Road may be carried over or across the said Railway on the Level thereof, instead of by a Bridge, as required by the said recited Act, provided the Sheriff of the County of *Lanark* shall, upon hearing the Parties, so determine, after a Notice of the Intention to apply to him for such Purpose affixed on the principal Church Door of the Parish of *Govan* for Two successive *Sundays* prior to such Application, and inserted also twice in some Newspaper circulating in the said County.

For removing Doubts as to the Right of one Company buying out the other.

LII. And whereas by the said recited Act it is enacted, that in case the said Company thereby incorporated should not, within Seven Years from the passing of the said Act, complete the Line of Railway to *Ayr* or *Kilmarnock* as therein mentioned, or in case the said *Glasgow*, *Paisley*, and *Greenock* Railway Company should not within

within the same Period complete the Line of Railway to *Greenock* as therein mentioned, then and in either of such Cases it should be lawful for either of the said Companies who should have completed their Line as aforesaid to purchase, upon the Terms therein mentioned, the Right and Interest of the other Company who should not have completed their Line as aforesaid of and in the Line between *Glasgow* and *Paisley* by the said Act vested in the said Two Companies jointly: And whereas Doubts may arise as to the Construction of the said Act so far as the same relates to the Purchase by the said *Glasgow, Paisley*, and *Greenock* Railway Company of the Right and Interest of the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company in the said joint Line: Be it therefore enacted and declared, That in case the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company shall complete the Line either to *Ayr* or to *Kilmarnock* within the Period and in manner in and by the said recited Act mentioned or provided, then the said *Glasgow, Paisley*, and *Greenock* Railway Company shall not in any Event be entitled to purchase the Right and Interest of the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company of and in the before-mentioned Line between *Glasgow* and *Paisley*, without the full Approbation and Consent in Writing of the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway Company, any thing in the said recited Act or in the Act incorporating the said *Glasgow, Paisley*, and *Greenock* Railway Company, or otherwise, to the contrary notwithstanding.

For preventing Frauds on the Carriers on the Railway.

LIII. And be it further enacted, That if any Person who has personally, or by some other Party, at any Time taken a Place or Seat, or paid the Fare or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or any other Company or Person using the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway from one Place to another Place, shall *malâ fide* refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare or been booked, or taken his Place or Seat, or shall *malâ fide* ride and proceed, or attempt to ride or proceed, in the same or in any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat or paid the Fare or been booked, without previously paying or tendering to the said Company or other Company or Person as aforesaid the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter *malâ fide* ride and be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid or tendered to the said Company, or other Company or Person aforesaid, his Fare or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act.

Bye Laws to be invalid unless allowed by the Sheriff.

LIV. And be it further enacted, That no Bye Laws or Regulations already made by the said Company under the Authority of the said recited Act (except such as relate solely to the Proprietors or Committee of the said Company, or to any of their Officers or Servants,)

vants,) shall continue in force for a longer Space of Time than Six Calendar Months next after the passing of this Act, unless the same shall, previously to the Expiration of that Period, have been submitted to and approved of by the Sheriffs Depute of the Counties of *Lanark*, *Renfrew*, and *Ayr*, or any Two of them; and that no Bye Law or Regulation (except as aforesaid) which shall be made by the said Company after the passing of this Act shall have any Operation or Effect until the same shall have been in like Manner approved of by at least Two of the said Sheriffs Depute: Provided always, that a Copy of every such Bye Law shall be deposited with the Sheriff Clerk of each of the Counties of *Lanark*, *Ayr*, and *Renfrew* One Month at least before the Day on which the same shall be taken into consideration by the said Sheriffs Depute, and shall be open to Inspection by all Persons interested: Provided also, that such Sheriffs shall not approve any Bye Law unless Notice of the Application for such Approval, and of the Day fixed for hearing the same, shall have been given in Two or more Newspapers circulating in each of the Counties of *Lanark*, *Ayr*, and *Renfrew* One Month at least before the Day fixed for the disposing of such Application, and any Party aggrieved by any such Bye Law, on giving Notice of the Nature of his Objection to the said Company Ten Days before the Hearing of such Application, may, by himself, his Counsel or Agent, be heard thereon, but not so as to allow more than One Party to be heard on the same Nature of Objection; and every such Bye Law or Regulation, when approved of as aforesaid, shall be binding and conclusive upon all Persons whomsoever.

Repealing Clause as to Limitation of Actions.

LV. And whereas it is by the said recited Act enacted, That no Action, Suit, or Complaint, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of the said Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed, in, by, or under the said Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Complaint, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Months next after the doing or committing such Damage shall have ceased; and the Defendant in such Action, Suit, Complaint, or other Proceeding may give the said Act and the special Matter in Evidence upon any Trial to be had thereupon, and plead that the Acts were done or omitted to be done in pursuance of or by the Authority of the said Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Complaint, or other Proceeding shall have been brought otherwise than as therein-before directed, then and in every such Case Judgment shall be given for the Defendant; and if any such Action shall be dismissed, or found irrelevant, or shall be allowed to fall asleep, or if Judgment shall be given for the Defender, the Pursuer shall be found liable to him in Costs, as the same shall be awarded by the Court in which such Action or Suit shall have been

been brought: And whereas it is expedient that the said Provisions, so far as the same confer any special Privilege or Advantage on the said Company, which without such Provisions they would not enjoy, should be repealed; be it therefore enacted, That the said Provisions shall be and the same are hereby declared to be repealed: Provided always, that nothing herein contained shall extend or be held to revive any Claim already barred by the Operation of the Enactment hereby repealed.

Reservation of concluded Agreements.

LVI. And be it enacted, That nothing herein contained shall be held or construed to alter or affect any Agreement concluded, or Award or Decree obtained, under the Authority or in consequence of the said recited Act, save and except as herein provided.

This and recited Act to be subject to the Provisions of any General Act.

LVII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this Act or the said herein-before recited Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Expences of Act to be paid by the Company.

LVIII. And be it further enacted, That all the Costs, Charges, and Expences of and incidental to the obtaining and passing of this Act, and of carrying the same into effect, or otherwise incidental thereto, shall and may be defrayed and paid by the said Company out of the Money received or to be received by them under the Authority of this and the said recited Act.

Public Act.

LIX. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The FIRST SCHEDULE to which the foregoing Act refers.

Parish of Govan, County of Lanark.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Heirs of the late John M'Ghee.	William Cleugh.	William Cleugh, Mrs. J. Robertson.	House, Garden, and Out-houses.

Parish of Kilwinning, County of Ayr.

Margaret Ann Bowman	- - -	Herself - -	Five Clumps of Trees.
Ditto - -	Matthew Herron -	Matthew Herron -	Farm-steading, Garden-ground, and Orchard.
John Ritchie - -	Robert Miller - -	Robert Miller - -	Farm-steading and Grounds attached.
Robert Tweed - -	- - -	Widow Jack - -	Dwelling House and Garden.
Heirs of the late Robert Burns.	William Craig - -	William Craig - -	Farm-steading and Grounds attached.
William Miller - -	William Logan -	William Logan -	Farm-steading and Grounds attached.

The SECOND SCHEDULE to which the foregoing Act refers.

OWNERS or reputed OWNERS in respect of Lands in the several Parishes herein-after mentioned.

Parish of Govan, or Gorbals quoad sacra.

Trustees of River Clyde and Harbour of Glasgow.
Tradeshouse and Incorporation of Glasgow.
Statute Labour Trustees of Gorbals.
John Pollock.
Agnes M'Brair, Barbara M'Brair, and Mary M'Brair, joint Proprietors.
Allan Fullarton.
John Pearson.
Margaret Ballantyne or Bowman, Jane Ballantyne or Allan, and the Heirs of the late Ann Ballantyne or Brown, joint Proprietors.

Parish of Govan.

Moses Steven.
Dr. James Russell.
Henry Ritchie.
James M'Ghee.
Statute Labour Trustees of Govan.
Heritors of Govan
Robert Urquhart.
George Rowan.

Abbey Parish of Paisley (including Johnstone Parish,) quoad sacra.

Andrew Buchanan.
Alexander Speirs.
Mrs. Marianne M'Kerrell or Kibble.
John Watt junior.
Widow Bankhead.
John Anderson.
John Nicol.
Samuel Aitken.
Statute Labour Trustees of Abbey Parish of Paisley.
Ann Hall or Barbour or M'Dougall.
Alexander Gibb.
Heirs of the late John Sheddon, viz., William Bissland, Daniel M'Kenzie.
Alexander Campbell.
The Marquis of Abercorn.
Gibson Ellwood.
Renfrewshire Road Trustees.
Heritors of Abbey Parish of Paisley.
James Marnoch.
George Houston and Co.
Ludovic Houston.

OWNERS or reputed OWNERS in respect of Lands in the several Parishes herein-after mentioned—*continued.*

Middle Church Parish of Paisley.

Gavin Lang.
James Bryce.
Educational Society, Alexander Pollock, Secretary.
John Hunter and Co.

High Church Parish of Paisley.

John Orr jun. and Co.
James Logan.

Parish of Lochwinnoch.

Ludovic Houston.

Parish of Beith.

Alexander Shedden.

Parish of Newton-upon-Ayr.

Catherine and Agnes Gibson.
Burgh of Newton.
William Wood.
Mary Houston and James Houston, joint Proprietors.
Mrs. Janet Hunter or Fergusson.
Trustees of Ayr Harbour.
Trustees of Ayr New Bridge.
David Kerr.
Neil Macintosh.
Jane Neill.
Patrick Cowan.
Newton Harmonious Society.
Peter Smith.
Robert Parker jun.
Margaret Wilson.
Samuel Thom's Heirs.
Alexander Fullarton.
James Fullarton.
Robert and Margaret Martin, joint Proprietors.
William Forbes.

LESSEES or reputed LESSEES in respect of Lands in the several Parishes herein-after mentioned.

Parish of Govan.

Peter Lyon and William Lyon.
John Grieve jun.
William Reid, James Reid, and John Reid, joint Tenants.
John Snodgrass senior, John Snodgrass junior, joint Tenants.
John Hamilton.
John Miller.

Abbey Parish of Paisley (including Johnstone Parish) quoad sacra.

Andrew Robertson.
John Keter.
William Keter.
Adam Stewart.
John Stewart.
Thomas Struthers.
Daniel Robertson.
Alexander Aitkenhead.

Abbey Parish of Paisley, &c.—continued.

James Hall.
John Barr.
Robert Alexander.
William Gilmour.
Widow Pollock.
Samuel Barr.
Neil Boag.
John Lang.
James Marnock.
Ludovic Buchanan.
Allan Neilson.
John Inglis.
George Webster.

Parish of Lochwinnoch.

John Niven.
Alexander Young.

Parish of Beith.

John Whiteford.

OCCUPIERS in respect of Lands in the several Parishes herein-after mentioned.

Parish of Govan, or Gorbals quoad sacra.

Andrew Scott.
John Marshall.
Margaret Inglis.

Parish of Govan, &c.—continued.

John Webster.
Miss M'Cullum.
Mrs. Ann Humber.

OCCUPIERS in respect of Lands in the several Parishes herein-after mentioned—*continued.*

Parish of Govan, &c.—continued.

William M'Arthur.
Neil M'Lean.
Mrs. Helen Mitchell.
William M'Leary.
Mrs. Lamb.
Miss Steelman.
James Inglis.
Daniel Boyd.
John Cairns.
William Lym.
Alexander M'Kimma senior.
James Spence.
Mrs. Thorn.
Mrs. Dixon.
John M. Fadzean.
John Allan.
John Shand.
Alexander Bowman.
William Bowman.
John Paterson.
Margaret Spence.
William Wright.
James Croal.
Mr. Binnie.
Thomas Pollock.
John Muir.
Miss Chisholm.
James Robertson.
John M'Farlane.
Alexander M'Kimma junior.
Marion Fergus.

Parish of Govan.

Andrew Mair.
John Black.
John Walker.
Hugh Gordon.
Robert Brown.
Hugh Sweenie.
Andrew Hodge.

Abbey Parish of Paisley (including Johnstone Parish) quoad sacra.

William White.
Widow Slavan.
Samuel M'Ilwee.
John Nichol.
Thomas Jordan.
John Shaw.
Margaret Watt.
Mrs. Mack.
James M'Kerrell.
John Wright.
Alexander Bowes.
Charles Martin.
David Hogg.
James Leslie.
Robert Beith.

Abbey Parish of Paisley, &c.—continued.

William Watson.
Widow Gallacher.
Widow M'Fee or M'Feat.
James Baird.
Walter King.
John King.
Widow Farbet.
John Cameron.
Thomas White.
James Morton.
Donald M'Donald.
Alexander Faulds.
Widow Watson.
James Fergusson.
Charles Patrick.
John Faulds.
Widow Bowie.
Robert Hodgert.
Allan Hodgert.
John Crawford.
Daniel Crawford.
William M'Adam.
Fullarton Salmond.
Mrs. Galbraith, for David Galbraith's Heirs.
Robert More.
Thomas Pattison.
Robert Stewart.
Widow Inglis.
Widow Stuart.
John M'Laren.
James Houstoun.

Middle Church Parish of Paisley.

James Sands.
William Hogg.
John Russell.

High Church Parish of Paisley.

John Ferguson.
John M'Bryde.

Parish of Newton-upon-Ayr.

George Knight.
Robert Parker.
Elizabeth Craig or Kippen.
William Offrick.
David M'Cartney.
John Young.
Peter Alexander.
John Simpson.
Mrs. Graham.
Dr. Guthrie.
James Cowan.
Robert Parker junior.
John Parker.
Miss Mary Boyd.
Christina Wilson.
Mary Cuthbert.
Jane Mains.

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