CHAPTER clxxix.

An Act to authorise the Barrmill and Kilwinning Railway Company to construct new Railways; to change the name of the Company; and for other purposes. A.D. 1884.

[28th July 1884.]

WHEREAS the Barrmill and Kilwinning Railway Company (herein-after called "the Company") were incorporated by the Barrmill and Kilwinning Railway Act, 1883, with power to make and maintain a railway from Barrmill to Kilwinning, in the county of Ayr, and for that purpose to raise seventy-five thousand pounds by shares, and twenty-four thousand pounds by borrowing:

And whereas it will be for public and local advantage that the Company should be authorised to construct the new railways in this Act mentioned, and to raise additional capital for that purpose and for other purposes of their undertaking:

And whereas it is expedient that such arrangements should be authorised and such powers conferred with reference to other undertakings, companies and persons as are herein-after provided:

And whereas it is expedient to change the name of the Company:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required, or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk for the county of Ayr, and are herein-after respectively referred to as the deposited plans, sections and books of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty, that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

Short title.

1. This Act may be cited as the Lanarkshire and Ayrshire Railway Act, 1884.

Incorporation of Acts.

2. The Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, and Part IV. (relating to change of name) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith, have the same respective meanings, unless there be something in the subject or context repugnant to or inconsistent with such construction; the expression "the Company" means the Barrmill and Kilwinning Railway Company; the expressions "the "railways," or "the railway," mean the railways by this Act authorised; the expression "the Act of 1883" means the Barrmill and Kilwinning Railway Act, 1883; the expression "the harbour "of Ardrossan" means that harbour as presently existing, or as it may be extended or enlarged as defined by the existing or any future Acts of Parliament relating thereto.

Power to make railways.

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

(1.) A railway (No. 1), six miles two furlongs and forty-three yards in length, commencing in the parish of Kilwinning by a junction with Railway No. 1, authorised by the Act of 1883, at a point thereon distant five hundred and twenty-seven yards or thereabouts, measuring north-eastwards from the north-east corner of the dwelling-house called or known as "Innerwood," belonging, or reputed to belong to Andrew FitzJames Ballantine, and in the occupation of Mrs. Elizabeth Miller, and terminating in the parish of Ardrossan, on the foreshore of the

harbour of Ardrossan, at a point distant one hundred and fifty yards or thereabouts, measuring south-westwards from the north-west corner of the hotel or building known by the name of the Eglinton Arms Hotel, Ardrossan;

(2.) A railway (No. 2), seven chains and three yards in length, wholly situate within the parish of Ardrossan, commencing by a junction with Railway No. 1 above described, at the termination thereof, and terminating by a junction with the railway leading from the Glasgow and South-western Railway Company's station at Princes Street, Ardrossan, to the east side of the wet dock of Ardrossan harbour, at a point on that railway distant two hundred and twenty-five yards or thereabouts, measuring south-eastwards from the south-east corner of the said wet dock;

(3.) A railway (No. 3), two furlongs five chains and twenty-one yards in length, wholly situate within the parish of Ardrossan, commencing by a junction with Railway No. 1 above described, at a point distant ninety-six yards or thereabouts, measuring westwards from the south-west corner of the Free Church situate in Montgomerie Street, Ardrossan, and terminating in the Firth of Clyde, on the north side of the northmost breakwater or pier of Ardrossan harbour, at a point distant two hundred and seventy-five yards or thereabouts, measuring westwards from the westmost corner of the lifeboat house at the said harbour;

(4.) A railway (No. 4), four furlongs eight chains and four yards in length, wholly situate in the parish of Stevenston commencing by a junction with Railway No. 1 above described, at a point on the south side of the Ardrossan branch railway of the Glasgow and South-western Railway, distant eight hundred and twenty-four yards or thereabouts, measuring eastwards from the south-east corner of the Stevenston station house on the said Ardrossan branch railway, and terminating by a junction with the railway siding leading from the said Ardrossan branch railway into Ardeer Ironworks, at a point distant four hundred and twelve yards or thereabouts, measuring south-eastwards from the said south-east corner of the said Stevenston station house;

(5.) A railway (No. 5), four miles one furlong five chains and eighteen yards in length, commencing in the parish of Beith by a junction with Railway No. 1, authorised by the Act of 1883, at a point thereon distant two hundred and eighty-two yards or thereabouts, measuring south-eastwards from the northmost corner of the farmhouse called "Gate End," in the said parish

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of Beith, belonging, or reputed to belong to Miss Charlotte Louisa Shedden and others, and in the occupation of William Howie, and terminating in the parish of Kilbirnie, on the south side of the public road leading from Kilbirnie to Lochwinnoch, at a point distant fifty yards or thereabouts, measuring south-eastwards from the south-east corner of the school house known as the Bridge End public school, Kilbirnie;

(6.) A railway (No. 6), two furlongs one chain and eight yards in length, wholly situate in the parish of Kilbirnie, commencing by a junction with Railway No. 5 above described, at a point distant one hundred and six yards or thereabouts, measuring south-westwards from the north-west corner of the farm steading called "Lochend," belonging, or reputed to belong to the Earl of Glasgow, and in the occupation of James Kerr, and terminating by a junction with a railway siding leading into Glengarnock Ironworks, belonging, or reputed to belong to Messieurs Merry and Cuninghame, at a point distant three hundred and fifty yards or thereabouts, measuring south-eastwards from the north-east corner of the said farm steading called "Lochend": Provided always, that in the construction of the said Railway No. 6, the Company shall not enter upon, take or use any lands, not being public roads or highways, except by agreement with the owners of such lands;

(7.) A railway (No. 7), two miles seven furlongs eight chains and eight yards in length, commencing in the parish of Kilwinning by a junction with Railway No. 1 above described, at a point distant two hundred and eight yards or thereabouts, measuring north-westwards from the south-west corner of the dwelling-house of the farm steading called "Byrehill," belonging, or reputed to belong to the Eglinton Iron Company, and in the occupation of Mrs. Margaret Logan, and terminating in the parish and royal burgh of Irvine, at a point distant forty yards or thereabouts, measuring northwards from the junction of East Back Road with Bank Street, in the said parish and royal burgh of Irvine;

(8.) A railway (No. 8), two furlongs three chains and five yards in length, in the parishes of Stevenston and Kilwinning, commencing by a junction with Railway No. 1 above described, at a point distant one hundred and eighty-five yards or thereabouts, measuring south-eastwards from the south-west corner of the dwelling house of the farm steading called "Todhills," belonging, or reputed to belong to and in the occupation of Miss Jean Montgomerie and others, and terminating by a junction with

Railway No. 7 above described at a point distant three hundred and twenty-two yards or thereabouts, measuring eastwards from the south-west corner of the dwelling-house of the farm steading called "Bog," belonging, or reputed to belong to the Eglinton Iron Company, and in the occupation of Robert Speir.

For the protection of the Glasgow and South-western Railway Company.

5. In constructing the railways, where the same are intended to pass under, over or across the railways, lands and works of the Glasgow and South-western Railway Company (herein-after called "the South-western Company"), the following provisions shall apply and have effect, that is to say :—

(1.) The bridge by which Railway No. 1 is carried under the Dubbs and Doura branch of the South-western Company shall be of the width between the parapets of fifty-one feet;

(2.) The bridge by which Railway No. 1 is carried over the Ardrossan branch railway of the South-western Company shall have a span of not less than fifty feet in the clear, and the said bridge shall have a clear headway throughout of not less than fourteen feet above the upper surface of the rails of the said Ardrossan branch at the point of crossing;

(3.) The bridge by which Railway No. 5 is carried over the Glasgow and Ayr branch of the South-western Company shall have a span of not less than sixty-one feet in the clear, and the said bridge shall have a clear headway throughout of not less than fourteen feet above the upper surface of the rails of the said Glasgow and Ayr Railway at the point of crossing;

(4.) The Company shall construct the said bridges under the said Glasgow and Ayr branch near the north junction to the Eglinton Ironworks sidings, the bridge by which Railway No. 1 will be carried under the Ardrossan and Fairlie branch of the South-western Company, near Ardrossan, and the bridge by which Railway No. 7 will be carried under the said Glasgow and Ayr branch between the junction therewith of the Byre Hill branch and Bogside station, and all other works both temporary and permanent, necessary and incident to the construction thereof, or affecting the railways, property or works of the South-western Company, in accordance with the provisions of this section, and according to plans, sections and specifications, and of such quality and strength of materials, and in every other respect as shall be previously submitted to and approved in writing by the engineer of the South-western Company for the time being; and the Company shall not commence the construction of the said bridges or works, ro enter upon or interfere

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with any land works or property belonging to or used by the South-western Company until such plans, sections and specifications have been so submitted and approved: Provided always that if the said engineer shall, for the period of one month, neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said bridges or works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject, however, to the special provisions of this section) by an engineer to be agreed upon, or, in default of agreement, to be appointed, at the request of either the Company or the South-western Company, by the sheriff of the county of Ayr;

(5.) All the works and operations of the Company shall be carried on at a time or times to be approved of by the engineer of the South-western Company, or, in the event of difference, by an engineer to be agreed upon or appointed in manner herein-after provided, and so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the said lines of railway, or with the traffic thereon; and if any such obstruction or interference shall be caused or take place, the Company shall pay to the South-western Company full compensation in respect thereof, to be recovered, with full costs, in any court of competent jurisdiction;

(6.) All the said works of the Company shall be executed in a substantial and workmanlike manner, so as not to affect the stability of the railways of the South-western Company or any of them;

(7.) During the execution of the said works the line, level and surface of the railways of the South-western Company shall be maintained in a good and substantial condition, and if any loss or damage shall be sustained by the South-western Company by reason of the failure of any of the works, the Company shall pay to the South-western Company full compensation in respect thereof, to be recovered as aforesaid;

(8.) All the aforesaid works of the Company shall be executed or, as the case may be, maintained by and in all things at the expense of the Company;

(9.) The Company shall not (except with the previous consent of the South-western Company under their common seal) acquire any absolute property in any lands of the South-western Company, but only the right, servitude or privilege of making

the bridges and works aforesaid under, over or through so much of the lands of the latter company as may be necessary therefor;

(10.) If any difference shall arise between the Company and the South-western Company, or their respective engineers, as to anything to be done or not to be done under the provisions of this section, the same shall be referred to and determined by an engineer to be agreed upon between the parties, or, if they cannot agree, to be appointed, on the application of either of the parties in difference, by the sheriff of the county of Ayr, and the award of the engineer so appointed shall be final and binding on both parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

Power to take easements, &c., by agreement.

6. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right or privilege not being an easement of water required for the purposes of this Act, in, over or affecting any such lands, and the provisions of the said Acts with respect to lands and feu duties and ground annuals, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights and privileges as aforesaid respectively.

Power to stop up roads and private railways.

7. The Company may permanently stop up and appropriate the sites of the roads and private railways next herein-after mentioned, so far as the same are bounded on both sides by lands which shall be acquired by the Company under the powers of this Act (that is to say):—

No. of Railway.	No. on deposited Plans.	Parish.	Description.
1	12	Parish of Stevenston -	Road
5	53 and 81	Parish of Dalry - -	Private railway
	52 and 62	Parish of Beith - -	
7	93	Parish of Irvine - -	Occupation road

Inclinations of roads and private railways.

8. In altering, for the purposes of this Act, the roads and private railways next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connection therewith respectively (that is to say):—

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No. of Railway.	No. on deposited Plan.	Parish.	Description of Road or Private Railway.	Intended Inclination.
1	83 and 124	Ardrossan -	Streets - -	1 in 30 on one side and 1 in 20 on other side
5	80	Beith -	Road or highway -	1 in 17 on one side
7 and 8	156, 156 and 131, 131	Kilwinning - Stevenston -	Private railway -	1 in 100 on one side and 1 in 80 on other side
7	46	Irvine -	Private railway -	1 in 100 on one side and 1 in 70 on other side

Height and span of bridges.

9. The Company may make the arches of the bridges for carrying the railway over the road and private railways and railway next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connection therewith respectively (that is to say):—

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road or Railways.	Height.	Span.
1	19	Stevenston -	Line of railway -	14	28
1	84	Ditto -	Public highway -	16	30
5	6	Kilbirnie -	Line of railway -	14	53

Width of certain roadways and railways.

10. The Company may make the roadway over the bridges by which the following roads and railways will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connection therewith respectively (that is to say):—

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road or Railway.	Width of Roadway.
1	14	Kilwinning -	Road - - -	12 feet
1	121	Ditto -	Lines of railway -	28 feet
1	140	Ditto -	Lines of railway -	33 feet
1	1	Ardrossan -	Roadway - -	20 feet
1	22	Ditto -	Road - -	12 feet
1	39	Ditto -	Public highway -	30 feet
1	62	Ditto -	Lines of railway -	28 feet
5	18	Beith - -	Road - -	20 feet
5	16 and 23	Dalry - -	Road - - -	20 feet
5	38	Ditto - -	Road - -	20 feet
5	59	Beith - -	Road - - -	20 feet
5	80	Ditto - -	Road - -	30 feet
7 and 8	156	Kilwinning -	Private railway -	15 feet
	131	Stevenston -		
7	7	Irvine - -	Railway - -	28 feet
7	46	Ditto - -	Private railway - -	15 feet

Power to apply corporate funds to purposes of Act.

11. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands, or which they have power to raise by shares or mortgage by virtue of the Act of 1883 and which may not be required for the purposes to which they are by that Act made specially applicable.

Power for the Company to raise additional capital.

12. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital, not exceeding in the whole three hundred thousand pounds, by the issue, at their option, of new ordinary shares or stock, or the Company may raise one hundred and seventy-five thousand pounds by the issue, at their option, of new ordinary shares or stock; and when the same has been accepted and one-half thereof has been paid up, the Company may, at their option, issue new ordinary shares or stock, or new preference shares or stock, to the extent of one hundred and twenty-five thousand pounds, being the balance of such additional capital of three hundred thousand pounds; and the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

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

The making of dividends;

The giving of notices; and

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

And Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock), of the Companies Clauses Act, 1863, shall, subject to the provisions of this Act, extend and apply to the Company and to the additional capital which they are by this Act authorised to raise.

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Shares not to be issued until one-fifth paid.

13. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

New shares or stock to be subject to the same incidents as other shares or stock.

14. Except as by this Act otherwise provided, the capital in new shares or stock created by the Company under this Act, and the new shares or stock therein, and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges and incidents whatsoever, in all respects as if that capital were part of the now existing capital of the Company of the same class or description, and the new shares or stock were shares or stock in that capital. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on shares or stock.

15. Every person who becomes entitled to new shares or stock shall, in respect of the same, be a holder of shares or stock in the Company, and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount, from time to time, called and paid on such new shares, or to the whole amount of such stock as the case may be: Provided always that the special general meeting of the Company authorising the creation and issue of such new shares or stock, may attach thereto, or to any portion thereof respectively, such terms and conditions as may be determined by resolution passed at such meeting: Provided also that the terms and conditions on which such shares or stock respectively are issued, shall be stated on the certificates thereof.

Restriction as to votes in respect of preferential shares or stock.

16. Except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Receipt clause in case of persons not sui juris.

17. If any money is payable to a shareholder being a minor, idiot or lunatic, the receipt of the guardian or committee of his estate, or of his tutor or curator, or curator bonis, shall be a sufficient discharge to the Company.

Power to borrow.

18. The Company may, in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred thousand pounds, and of such sum the Company may borrow not

exceeding twenty-five thousand pounds in respect of each seventy-five thousand pounds of such additional capital, but no part of any such several sums of twenty-five thousand pounds shall be borrowed until shares for so much of the portion of additional capital, in respect of which the borrowing powers are to be exercised, as is to be raised by means of shares, are issued and accepted, and one-half of such portion of capital is paid up, and the Company have proved to the sheriff, who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that shares for the whole of that portion of the additional capital in respect of which the borrowing power is proposed to be exercised have been issued and accepted and that one-half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such portion of additional capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and until stock for one-half of so much of such portion of additional capital as is to be raised by means of stock is fully paid up, and that the Company have proved to such sheriff as aforesaid before he so certifies that such shares or stock, as the case may be, were issued and accepted (and to the extent aforesaid paid up) bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors or assigns; and also so far as the said additional capital is raised by shares that such persons or corporations, or their executors, administrators, successors or assigns are legally liable for the same, and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

For appointment of a judicial factor.

19. Every provision in the Act of 1883, whereby the Company is authorised to raise money by borrowing for the purposes of the undertaking, with respect to the appointment of a judicial factor, for enforcing payment by the Company of arrears of principal or interest, or principal and interest, shall be, and the same is hereby repealed, but without prejudice to any appointment which has been made, or to the continuance of any proceedings which have been commenced prior to the passing of this Act under such provisions. The mortgagees of the undertaking may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor. In order to authorise the appointment of a judicial factor, in respect of arrears of principal, the amount owing to the

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mortgagees, by whom the application for a judicial factor is made, shall not be less than ten thousand pounds in the whole.

Debenture stock.

20. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act, 1863; but notwithstanding anything therein contained the interest of all debenture stock, and of all mortgages at any time created and issued or granted by the Company under the Act of 1883, or this Act, or any subsequent Act, shall, subject to the provisions of any subsequent Act, rank pari passu (without respect to the dates of the securities, or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised), and shall have priority over all principal moneys secured by such mortgages.

Priority of principal moneys secured by existing mortgages.

21. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof, shall, during the continuance of such mortgages, have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Application of moneys.

22. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act, or of the Act of 1883, to which capital is properly applicable.

Altering number of directors, and quorum.

23. Notwithstanding anything in the Act of 1883 contained the number of directors shall be ten, but the Company may from time to time reduce the number of directors provided that the number shall not at any time be less than three. The quorum of a meeting of directors shall be four when the number of directors is more than four, and two when the number of directors is reduced to four or three. The first directors of the Company, after the passing of this Act, shall be the present directors of the Company, to wit, the Honourable Greville Richard Vernon, John Charles Cuninghame, John Cuninghame, James Neilson, Archibald Russell, and John Watson, and in addition, the Right Honourable George Frederick Boyle, Earl of Glasgow, the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, Arthur Wellesley Robertson Cunninghame and Robert William Knox.

Lands for extra-ordinary purposes.

24. The quantity of land to be taken by the Company, by agreement, for the purposes of this Act, for the extraordinary purposes mentioned in the Railway Clauses Consolidation (Scotland) Act, 1845, shall not exceed three acres.

Period for compulsory purchase of lands.

25. The powers of the Company for the compulsory purchase of lands, for the purposes of this Act, shall not be exercised after the expiration of three years from the passing of this Act.

Notice to be given of taking houses of labouring classes.

26. The Company shall not less than eight weeks before they take in any parish fifteen houses or more, occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make know their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring classes to be displaced.

27. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such persons otherwise agree) procure sufficient accommodation elsewhere for such persons: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by the sheriff, and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings, and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Deposit money not to be repaid except so far as railway is opened.

28. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of thirteen thousand one hundred and fifty pounds being equal to five per centum upon the amount of the estimate in respect of the railway, has been deposited with the Court of Exchequer in Scotland in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted that, notwithstanding anything contained in the said Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as the depositors) unless the Company shall

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previously to the expiration of the period limited by this Act for completion of the railway open the same for the conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railway for the conveyance of passengers, then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the court shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

29. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and, after due notice in the Edinburgh Gazette, shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railway or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit, and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor, or to the liquidator or liquidators of the Company, or be otherwise applied as

part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of railway.

30. If the railway is not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall ceased to be exercised, except as to so much thereof as is then completed.

Owners may be required to sell to Company parts only of certain buildings.

31. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings, or manufactories described in the Schedule (A) to this Act, and whereof parts only are required for the purposes of this Act, may (if such portions can, in the opinion of the jury, arbitrators, or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Agreements with the proprietor of Ardrossan harbour.

32. The Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, or the proprietor or proprietors for the time being of the harbour of Ardrossan (herein-after referred to as the said Earl) on the one hand, and the Company and all companies and persons lawfully working or using the railway on the other hand may make and enter into agreements with respect to the maintenance, working, management and use of the railways or any of them and works connected therewith, so far as the same may be situate within the limits of the harbour of Ardrossan, and for the laying down and use by the Company of other lines of rails within the limits of that harbour, and for free and uninterrupted

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access and egress thereto and therefrom, and for the use and occupation of lands and all other conveniences necessary or expedient for the accommodation of traffic to be conveyed to or from the said harbour.

Power to run over and use Ardrossan harbour rails.

33. The Company and all companies and persons lawfully working the railway or any part thereof, may run over, work and use, with their engines, carriages and waggons, officers and servants, and for the purposes of traffic of all kinds, the whole lines of rails now existing or which may hereafter be constructed within the limits of the harbour of Ardrossan (and which are herein-after referred to as "the harbour rails"), together with the stations, sidings, platforms, points, signals, junctions and roads, water, engines, engine sheds, standing room for engines, booking and other offices, warehouses, cranes, machinery, works and conveniences connected with the harbour rails; and the said Earl and the Glasgow and South-western Railway Company shall make all necessary arrangements for those purposes and afford all reasonable facilities and perform all reasonable services for the passage, reception, delivery and transmission of traffic over the harbour rails, roads and works to and from the railway, and make provision for the use of booking offices at the stations on the harbour rails, and all other matters necessary for facilitating the traffic of the Company and of such other companies and persons working or using the railway and works as aforesaid. And the Company may, if they think fit, from time to time have and employ at any of the stations on the harbour rails their own booking and invoicing clerks, carting and other agents, and the said Earl and the Glasgow and South-western Railway Company shall provide all needful and proper accommodation for such clerks and agents.

Terms of such use.

34. The terms, conditions, and regulations to which the Company, or other companies and persons, and the said Earl and the Glasgow and South-western Railway Company shall be subject in respect of the said use, facilities, and services, and the tolls or other considerations to be paid for the same shall, if not agreed upon between them and the said Earl and the said Company, be from time to time determined by an arbitrator to be appointed by the Board of Trade, on the application of the said Earl, or either of the companies, and the decisions of such arbitrator shall be binding and conclusive on the parties in difference; and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct, and either of the parties who shall refuse or neglect to perform, observe, and conform to any decision given or regulations made by any such arbitrator in the premises shall forfeit and pay to

such person or company, as the arbitrator shall determine, any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Power to Glasgow and South-western Company to run over and use Railways 2 and 3.

35. The Glasgow and South-western Railway Company (herein-after called "the South-western Company") may run over, work and use, with their engines, carriages and waggons, officers and servants, and for the purposes of traffic of all kinds, the Railways numbered 2 and 3 and so much of the Railway Number 1 as is required for the purpose of obtaining access to Railway Number 3, together with the stations on Railway Number 3, and the sidings leading from the said railways to the new dock and tidal basin; and the Company shall make all necessary arrangements for those purposes, and afford all reasonable facilities and perform all reasonable services for the passage, reception, delivery and transmission of traffic over those railways and works to and from the railways of the South-western Company, and make provision for the use of booking offices at those stations, and all other matters necessary for facilitating the traffic of the South-western Company, and the South-western Company may, if they think fit, from time to time have and employ at any of the stations on the said Railways numbered 2 and 3, their own booking and invoicing clerks, carting and other agents, and the Company shall provide all needful and proper accommodation for such clerks and agents.

Terms of such use.

36. The terms, conditions and regulations to which the South-western Company and the Company shall be subject in respect of the said use, facilities and services, and the tolls or other considerations to be paid for the same, shall, if not agreed upon between the South-western Company and the Company, be from time to time determined by an arbitrator to be appointed by the Board of Trade, on the application of either of the Companies, and the decisions of such arbitrator shall be binding and conclusive on the parties in difference; and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct; and either of the parties who shall refuse or neglect to perform, observe, and conform to any decision given or regulations made by any such arbitrator in the premises shall forfeit and pay to such other company, as the arbitrator shall determine, any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Working and traffic arrangements with Caledonian

37. The Company on the one hand, and the Caledonian Railway Company (herein-after called "the Caledonian Company") on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the

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Railway Company.

Regulation of Railways Act, 1873, from time to time enter into agreements with respect to the following purposes, or any of them (that is to say):—

The maintenance and management of the railway or any part thereof, and the works connected therewith or any of them;

The use or working of the railway, or of any part thereof, and the conveyance of traffic thereon, and the employment of officers and servants;

The supply and maintenance during any agreement for the railway being worked by the Caledonian Company, of engines, stock and plant necessary for and during the continuance of such agreement;

The regulation, management and transmission of the traffic of the Companies;

The fixing, and collection, and apportionment of the tolls, rates, charges, receipts and revenues levied, taken, or arising in respect of traffic;

The payments and allowances to be made and the conditions to be performed with respect to the matters aforesaid.

Tolls on traffic conveyed partly on the railway and partly on the railways of the Caledonian Company.

38. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway by the Caledonian Company, the railway and the railways of the Caledonian Company (whether solely or jointly belonging to them) shall for the purposes of short distance tolls and charges be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railways of the Caledonian Company, for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals or goods partly on the railway and partly on the railways of the Caledonian Company.

Tolls.

39. With respect to tolls, rates and charges, and for all other purposes whatsoever, the railway shall, subject to the provisions of this Act, be part of the undertaking of the Company.

Change of name of Company.

40. Subject to the provisions of Part IV. of the Companies Clauses Act, 1863, and from and after the passing of this Act, the name of the Company, instead of being the name "The Barrmill

" and Kilwinning Railway Company," shall be the name "The " Lanarkshire and Ayrshire Railway Company."

Confirming agreements with the Caledonian Company and Earl of Eglinton.

41. The agreements set forth in the schedules (B), (C) and (D) to this Act are hereby confirmed and made binding on the parties thereto respectively, and full effect may and shall be given thereto: Provided always, that if and so far as further powers may be required for effecting the purposes of those agreements, the parties thereto respectively shall apply to Parliament for such powers in the next Session.

Works at Ardrossan harbour to be carried on pari passu with construction of railway.

42. And whereas the said Earl has agreed and bound and obliged himself, and the heir of entail, for the time being proprietors and in possession of the said harbour of Ardrossan, and of the entailed estate of Eglinton, Ardrossan and others, to expend a sum not exceeding one hundred and fifty-two thousand pounds on the works for the improvement and enlargement of that harbour, mentioned in article second of the agreement contained in the schedule (C) to this Act, in consideration of the construction of the railway to Ardrossan and Ardrossan harbour by this Act authorised: Therefore, in accordance with the powers conferred by the Ardrossan Harbour Consolidation Act, 1864, the said Earl, and the heir of entail aforesaid, shall, so soon as the capital required for the construction of the railway to Ardrossan and Ardrossan harbour (being Railway No. 1 by this Act authorised) has been fully subscribed, forthwith proceed with the improvement and enlargement of the said harbour mentioned in article second of the agreement contained in the schedule (C) to this Act, so that such works shall be carried on simultaneously with the construction of the said railway, and completed within the period specified in the said agreement: Provided always that nothing in this section contained shall impose any obligation on the said Earl, or the said heir of entail, except only as heirs of entail in possession as aforesaid; but in the event of the sale of the said harbour by the said Earl, or the said heir of entail, the obligation by this section imposed shall attach to and be enforceable against the purchaser.

Saving rights of the Crown in the foreshore.

43. Nothing contained in this Act shall authorise the Company to take, use or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or

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alter any of the estates, privileges, powers, or authorities vested in, or enjoyed or exercisable by the Queen's Majesty, Her heirs and successors.

Saving of rights as to future accretions.

44. Whereas all lands to the seaward of the lands by this Act authorised to be reclaimed now are below the line of ordinary highwater mark, therefore if any land to the seaward of the lands by this Act authorised to be embanked or reclaimed shall, at any time after the execution of any works under the authority of this Act, become raised in height or reclaimed, whether gradually or imperceptibly, or otherwise, so as to be above instead of below such line of ordinary high-water mark, the Company shall not, by virtue of the ownership of any lands which they are by this Act empowered to reclaim, have any estate, right, or interest in or to the lands so raised in height or reclaimed by reason that such raising or reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the works by this Act authorised or otherwise; but the right and title to the soil and freehold of such land when so raised or reclaimed shall continue vested in the Queen's Majesty, or such other corporation, or person or persons as is or are at the time of the passing of this Act entitled to the same, and as if the same had continued as the same now is, subject to the flow and reflow of the ordinary tides.

Any land reclaimed by the works not to be taken without the consent of the Board of Trade.

45. If in the course, or by means of the execution of any of the works by this Act authorised, any part of the shores or bed of the sea belonging to Her Majesty shall be inned, gained, or reclaimed from the water, the Company shall not have or exercise any right upon the same, or in respect thereof, and shall not enter upon, take, use, or interfere with the land so inned, gained, or reclaimed, for any purpose whatsoever without the consent in writing of the Board of Trade on behalf of Her Majesty, but such inning, gaining, or reclamation shall enure absolutely for the benefit of the Queen's Majesty, Her heirs and successors.

Saving rights of Crown under Crown Lands Act.

46. Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers or authorities mentioned in or reserved by sections twenty, twenty-one and twenty-two of the Crown Lands Act, 1866, and belonging to or exercisable on behalf of Her Majesty, Her heirs or successors.

Interest not to be paid on calls paid up.

47. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall

prevent the Company paying to any shareholder such interest on moneys advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845.

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

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

Provision as to general railway Acts.

49. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels.

Expenses of Act.

50. All costs, charges and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation hereto, shall be paid by the Company.

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SCHEDULES referred to in the foregoing Act.

SCHEDULE (A).

DESCRIBING LANDS, BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS ONLY ARE REQUIRED TO BE TAKEN WITHOUT TAKING THE WHOLE.

No. of Railway.	Parish.	Nos. on deposited Plans.
7	Irvine	82, 93, 120, 128, 129, 131, 136, 137, 138

SCHEDULE (B).

THIS AGREEMENT, entered into and executed by and between the Barrmill and Kilwinning Railway Company, incorporated by the Barrmill and Kilwinning Railway Act, 1883 (herein-after called "the first party"), of the first part, and the Caledonian Railway Company, incorporated by the Caledonian Railway Act, 1845 (herein-after called "the second party"), of the second part, Witnesseth that whereas the first party are by their said Act of incorporation authorised to make and maintain the following railways, and all proper works and conveniences connected therewith, viz.:—

(1.) A railway (No. 1), six miles four furlongs and thirty-six yards in length, commencing in the parish of Beith, by a junction with the Beith branch of the Caledonian and Glasgow and South-western Railways (Kilmarnock joint line), at a point thereon three hundred and forty yards, or thereabouts, measuring along that branch railway in an easterly direction from the east end of the Barrmill station house on that branch railway, and terminating in the parish of Kilwinning, on the east side of the turnpike road leading from Dalry to Kilwinning, at a point three hundred yards, or thereabouts, measuring in a north-westerly direction from the north-west corner of the dwelling-house called or known as Inner Wood;

(2.) A railway (No. 2), two furlongs and eighty-eight yards, wholly situate within the parish of Kilwinning, commencing at the termination of Railway (No. 1), above described, and terminating by a junction with the Glasgow and South-western Railway at a point thereon two hundred yards, or thereabouts, measuring along that railway in a northerly direction from the north end of the Kilwinning passenger station buildings.

And whereas, at the request of the first party, the second party have agreed upon the construction and completion of the said railway and works (including

therein the works referred to in the agreement between the first party and the Glasgow and South-western Railway Company, which agreement forms the second schedule to the first party's said Act of incorporation), herein-after referred to as "the railway," to work and maintain the same upon the terms and conditions herein-after specified. Therefore the said parties do hereby covenant and agree to and with each other and bind and oblige themselves in manner herein-after written, viz.:—

1. The first party shall without undue delay take the necessary steps for raising the capital authorised by their said Act, and on its being subscribed and paid up shall proceed to make, construct and complete at their own expense, in a good, sufficient, substantial and workmanlike manner, "the railway" as a single line, and without the adoption of timber bridges, but upon land to be taken for a double line, with overbridges for a double line, the whole of "the railway." The gauge shall be the same as the said Kilmarnock joint line of railway, and the limits of deviation shall not be greater (except with the consent of the second party) than those delineated on the deposited parliamentary plans or authorised by the general Acts relating to railways, except such deviations as may be necessary for the construction of the dock station and sidings at Kilwinning; the rails, chairs and sleepers for the permanent way shall be of the weight and quality used, and shall be laid in the manner observed on the Caledonian main line. The first party shall also construct or provide all necessary stations stationmasters' houses platelayers' gatekeepers' porters' pointsmen's and signalmen's cottages goods sheds engine sheds water tanks supplied with water with the necessary works and arrangements for affording a permanent supply thereof sidings offsets loading banks turning-tables cranes at stations weighing-machines stationary signals connected and interlocked with the point handle levers and concentrated in signal cabins all on the most approved system wires speaking telegraphic apparatus apparatus for working the trains on the most approved block system and all other furnishings and conveniences of the nature of fixtures for economically working and carrying on the traffic of "the railway" before the same is opened for traffic and to the satisfaction of the engineer of the second party for the time being, or in case of any difference of opinion between him and the engineer of the first party respecting the same, to the satisfaction of a competent neutral engineer to be named by the Board of Trade on the application of either party.

2. The second party shall, subject to the sanction of Parliament, in perpetuity, work and manage the traffic upon and maintain "the railway," and shall provide the locomotive power, rolling stock and plant of every kind necessary for working the traffic of the same (first), as from the date of the opening for passenger traffic of "the railway," by authority of the Board of Trade, as regards working and management; and (second), as from twelve months thereafter, as regards maintenance, and that always on the terms herein-after mentioned. The second party shall work and manage the railway under the provisions of this article in a proper, safe and convenient manner, and so as fairly to develop the traffic to, from and on the railway.

3. The second party shall have the power (save as herein-after mentioned in this article) of selecting, appointing, suspending or dismissing all officers, agents, book-keepers, booking and other clerks, servants, porters, carters, surfacemen and others employed on and connected with the railway, or required for keeping in their general offices the accounts connected with the traffic of the same, or

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employed in superintending or directing, or actually engaged in conducting the said traffic, and the said officers, agents, servants and others above mentioned shall be paid by the said second party, and shall be exclusively under their control, and the first party shall have the selection, appointment, and control of, and shall pay the secretary or other officers required by them in the management of the capital, financial and directional departments of their undertaking.

4. The second party shall to the exclusion of the first party have the power of fixing all tolls, rates and charges payable in respect of all traffic using the railway or any part thereof not exceeding the maximum tolls, rates and charges authorised by Parliament, and shall collect and receive all revenues due and payable for and in respect thereof, and all other revenues of the first party (except transfer fees), and shall on the last day of every month, or as soon thereafter as reasonably practicable, make up a statement of the gross revenue during the preceding month, and render to the first party statements and abstracts of the same, and the proportion thereof due and payable to the first party as herein-after provided, shall thereupon be paid over to them or their treasurer or secretary, or such banker or other person as they shall direct and appoint.

5. The gross revenues of the first party shall include (first) all receipts in respect of local traffic (that is to say, traffic which shall both arise and terminate on the railway of the first party), after deduction of the expense of cartage of goods, and the expense of the collection and delivery of parcels, fish, and other traffic; (second), a mileage proportion of all receipts arising from through traffic (that is to say, traffic which is to pass over the railway of the first party or any part thereof, and which shall likewise pass over the railways of the second party or any part thereof, or over any other railways or any part thereof) after deduction therefrom of (1) terminals, which terminals shall belong and be paid to the companies respectively entitled thereto; and (2) any portion of such receipts as may be due to any railway or other company, or to any person or persons other than the parties hereto who may be parties to the conveyance of such through traffic; (third) the terminals payable to the first party in respect of such through traffic, after deduction of the expense of the cartage of goods, and the expense of the collection and delivery of parcels, fish and other traffic; and (fourth) rents for the use of any property of the first party, and all other revenues of the first party to be collected and received by the second party under article fourth of this Agreement. The second party shall be entitled to retain fifty per centum of such gross revenues as their remuneration for maintaining 'the railway" of the first party, and working and managing the traffic thereon, and collecting the said revenues; and shall pay over the balance to or for behoof of the first party in manner provided in the next article of this Agreement.

6. Out of the balance belonging to the first party as aforesaid, they, the first party, shall pay (first) Government duty; (second) all feu duties or ground annuals, or other periodical or annual payments (if any) payable in respect of any lands acquired by them, or held on lease; (third) all compensation to tenants (if any) in respect of any lands acquired or injuriously affected by them, so far as not chargeable against the capital of the first party; (fourth) all rates, taxes, and public and local burdens of every kind payable in respect of the railway; (fifth) all interest upon money borrowed or owing by the first party, whether upon mortgage, debenture stock, or otherwise; (sixth) the expenses of the

directional and financial management of the business of the first party, including the salaries of the secretary, treasurer or other officers who may be employed by them in those departments, and such other charges and expenses as may be incurred on behalf of the first party.

7. The second party hereby bind and oblige themselves to convey, viâ the Barrmill and Kilwinning railway, all unconsigned traffic arising upon or passing over their railway, and destined for places on the Kilwinning and Ardrossan branch of the Glasgow and South-western railway and the town of Irvine in Ayrshire, and the second party shall be bound to account for and pay to the first party the tolls, rates and charges for all traffic which they fail to convey in terms of this provision as if the said traffic had been forwarded and carried viâ the said Barrmill and Kilwinning railway as above provided: Provided that the obligation in this clause contained shall only apply where the Barrmill and Kilwinning railway forms part of the shortest route for such traffic.

8. The first party shall not (without first having obtained the consent in writing of the second party, under their common seal) enter into any arrangements or agreements with any other railway company or companies, or any person or persons other than the second party, for the use of the railway, or for the conveyance of traffic thereon.

9. All differences between the parties hereto in relation to this Agreement, or as to the import and meaning thereof, shall be referred to arbitration under and in terms of the Railway Companies Arbitration Act, 1859.

10. This Agreement is made subject to the sanction of Parliament, and to such alteration as Parliament may see fit to make thereon, but declaring that if any material alterations are made thereon by Parliament it shall be in the power of either party to withdraw therefrom. Both parties bind and oblige themselves to make application to Parliament in the next or following sessions for the confirmation of this Agreement, and to use their best endeavours to obtain such confirmation, and the parties consent to the registration hereof for preservation and execution. In witness whereof these presents, written on this and the four preceding pages by Quinten Kinloch McCall, clerk to Keydens, Strang and Girvan, writers in Glasgow, are subscribed and sealed in duplicate as follows, viz.:—By the Honourable Greville Richard Vernon, residing at Auchans House, near Kilmarnock, and John Charles Cuninghame, Esquire of Craigends, near Glasgow, two of the directors, and by George Yuille Strang Watkins, writer in Glasgow, the secretary, all of and for and on behalf of the said Barrmill and Kilwinning Railway Company; and these presents are also sealed with the common seal of the Barrmill and Kilwinning Railway Company, all at Glasgow, on the twenty-seventh day of October, one thousand eight hundred and eighty-three, before these witnesses, David Reid, clerk to the said Keydens, Strang and Girvan and Alexander Wilson Muir, apprentice to James Graham Girvan, writer in Glasgow, and by Lieutenant-Colonel William Wallace Hozier, residing at Mauldslie Castle, Lanarkshire, and Daniel Ainslie, Esquire, residing at number forty-eight Moray Place, Edinburgh, two of the directors, and Archibald Gibson, the secretary, all of and for and on behalf of the said Caledonian Railway Company; and these presents are also sealed with the common seal of the said Caledonian Railway Company, all at Glasgow, on the thirtieth day of said month of October, and year last mentioned,

A.D. 1884. before these witnesses, Robert Gibb and John Johnstone Haining, both clerks to the said Caledonian Railway Company, in their secretary's office at Glasgow.

G. R. VERNON.
J. C. CUNINGHAME.
G. Y. STRANG WATKINS, Secy.

Seal of the Barrmill and Kilwinning Railway Company.

David Reid, Witness.
Alex. W. Muir, Witness.

WILLIAM W. HOZIER, Dr.
DAN. AINSLIE, Dr.
ARCH. GIBSON, Secy.

Seal of the Caledonian Railway Company.

Robert Gibb, Witness.
John J. Haining, Witness.

SCHEDULE (C).

This Agreement entered into by and between the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, as heir of entail in possession of and vested in the harbour of Ardrossan, on the first part, and the Barrmill and Kilwinning Railway Company, incorporated by the Barrmill and Kilwinning Railway Act, 1883, on the second part.

Witnesseth that whereas the first party is authorised and empowered by the Ardrossan Harbour Consolidation Act, 1864, within the limits of the said harbour of Ardrossan, as defined by the said Act, from time to time to deepen, enlarge, and improve the said harbour of Ardrossan, and to construct such quays, jetties, wharves, rails, warehouses, sheds, timber yards, cranes, weighing machines, storing yards, and other buildings and works as may be deemed necessary or expedient for the improvement of the said harbour and the accommodation of vessels resorting thereto, and of passengers, animals, and goods shipped or landed thereat, and to maintain and repair the said harbour and buildings and works above mentioned at such times and in such manner as may be necessary; and whereas the said second party are authorised and empowered by the Barrmill and Kilwinning Railway Act, 1883, to construct a railway from Barrmill to Kilwinning, in the county of Ayr; and whereas the said second party and others have deposited a Bill in Parliament, under the short title of the Lanarkshire and Ayrshire Direct Railway Act, 1884, for powers to make and maintain extensions

of the said Barrmill and Kilwinning railway to Ardrossan, Ardrossan harbour, and other places; and that, on the condition that in the event of the necessary powers being obtained to extend the said railway to Ardrossan and Ardrossan harbour, as after mentioned, the said first party hereby agrees to enlarge and improve the said harbour of Ardrossan in the manner herein-after described, and substantially conform to a plan prepared jointly by George Miller Cunningham, civil engineer, Edinburgh, and John Strain, civil engineer, in Glasgow; therefore the parties hereto have agreed and do hereby agree as follows, viz. :—

First.—The second party hereby bind and oblige themselves to apply to Parliament, in the ensuing session, for power to make and maintain (inter alia) an extension of the said Barrmill and Kilwinning railway to Ardrossan and Ardrossan harbour, conform to the plans and sections thereof, which have been deposited in the Private Bill Offices of the House of Lords and House of Commons.

Second.—So soon as Parliament has given the said second party the necessary power to make and maintain the said extension of the Barrmill and Kilwinning railway to Ardrossan and Ardrossan harbour, and so soon as the second party have got the capital required to construct the same subscribed, then the said first party, as heir of entail foresaid, hereby binds and obliges himself, and the heir of entail, for the time being proprietors and in possession of the said harbour, and of the entailed estate of Eglinton, Ardrossan and others, but not his heirs general, or executors, to proceed forthwith to improve and enlarge the said harbour of Ardrossan, as authorised and empowered by the Ardrossan Harbour Consolidation Act, 1864, substantially conform to a plan prepared jointly by the said George Miller Cunningham and John Strain, and docquetted and subscribed as relative hereto; but any modification or alteration thereof which may be found to be necessary, and the details thereof, shall be fixed by the said first party, or his engineer for the time being, and the said first party hereby binds and obliges himself, in giving effect to the said plan, to complete, amongst others, the following works, viz. :—

1. To deepen and maintain a channel, shown coloured brown on said plan, of at least eighteen feet in clear depth below low water of ordinary spring tides, from the harbour entrance near the Grinan Rock to the entrance to the outer basin of the proposed wet dock; the sides of the said channel to be excavated shall be sloped outside the area, coloured brown, to one vertical in three horizontal;
2. To construct, deepen, and maintain an outer tidal basin, shown coloured yellow on said plan, within the quay walls marked C D E L M on plan, in connection with the proposed wet dock, the bottom of which tidal basin shall be excavated to a uniform depth of not less than eighteen feet below low water of ordinary spring tides;
3. To construct and maintain a wet dock, shown coloured blue on said plan, within the quay walls marked F G H K on plan, with entrance gates sixty feet wide and gate fittings complete; the upper surface of the sill of the said dock to be not less than sixteen feet below low water of ordinary spring tides; the inside of the dock to be excavated to a uniform depth of not less than eighteen feet below low water of ordinary spring tides;

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4. To construct, widen and maintain the North Pier Head, marked L M N on said plan, with an open piling or masonry quay or wharf along the said line L M N;

5. To construct a masonry breakwater, as shown upon the said plan and marked thereon P Q R, for the protection of the said harbour, together with a suitable lighthouse at the end, marked P on plan;

6. To embank, with the excavations from the proposed harbour works, the area, coloured green and mauve on said plan, to a uniform level of twelve feet above ordnance datum, and to embank, with any surplus materials from the said excavations, the area, coloured red on said plan, to the level of eleven feet above ordnance datum, except upon such space as may be occupied by deposits from the excavations from the railway; and it is hereby agreed, for the purposes of this agreement, the level of low water of ordinary spring tides shall be assumed to be five feet nine inches below ordnance datum. The upper surface of the cope of quay walls, E L F K G H H K L M N on said plan, shall not exceed twelve feet above ordnance datum. The upper surface of the breakwater, P Q R on plan, shall be at least nine feet three inches above ordnance datum. Declaring that the second party shall pay to the first party the sum of five hundred pounds per acre for depositing, on the area coloured red, the surplus materials, so far as they will go, from the excavations of the harbour works, coloured yellow, and wet dock, coloured blue, mentioned in this article;

The said second party also bind and oblige themselves to proceed at the same time with the construction of the said extension of the Barrmill and Kilwinning railway to Ardrossan and Ardrossan harbour, so that the contracts for the execution of the said works at the said harbour of Ardrossan, and for the construction of the said railway, shall be entered into by the parties hereto and proceeded with simultaneously and in such a manner as to ensure that the improvements and enlargements at the said harbour of Ardrossan shall be finished and completed and ready for occupation within one year, or such extended period beyond one year as may seem reasonable to the said George Miller Cunningham and John Strain, and failing the said George Miller Cunningham and John Strain agreeing as to this extended period, or the extent thereof, the same shall be fixed from time to time by arbitration, as herein-after provided, after the said extension of the Barrmill and Kilwinning railway to Ardrossan and Ardrossan harbour shall have been certified by the Board of Trade as ready to be opened for traffic.

Third.—The first party hereby agrees, and binds, and obliges himself, and his heirs of entail aforesaid, but not his heirs general, or executors, to expend a sum not exceeding one hundred and fifty-two thousand pounds on the said works before mentioned in article second hereof: And whereas the said first party is authorised by the Ardrossan Harbour Consolidation Act, 1864, to borrow the sum of two hundred and six thousand pounds, of which he has already borrowed the sum of fifty-seven thousand five hundred and eighty pounds, leaving the sum of one hundred and forty-eight thousand four

hundred and twenty pounds still available to be borrowed, the first party, or his foresaids, shall raise the said sum of one hundred and forty-eight thousand four hundred and twenty pounds under the powers of the said Act of (1864) eighteen hundred and sixty-four, and apply the same as part of the foresaid sum of one hundred and fifty-two thousand pounds towards the construction and equipment of the said works mentioned in article second hereof; and in respect the cost of these works and their equipment has been estimated to exceed the said sum of one hundred and forty-eight thousand four hundred and twenty pounds, the said first party binds and obliges himself to raise and expend such sum in addition to the said sum of one hundred and forty-eight thousand four hundred and twenty pounds as may be necessary for the completion and equipment of the said works, not exceeding the sum of three thousand five hundred and eighty pounds.

Fourth.—Statutory authority to this agreement shall, if possible, be obtained by the parties, on said Bill deposited as aforesaid, and subject to such variation and modification as Parliament may think fit, but if any material variation or modification is made thereon, either party may withdraw from the same.

Fifth.—If any dispute shall arise between the parties in regard to the meaning or implement of this Agreement, or in regard to the amount of loss or injury which either party may claim from the other in consequence of the non-fulfilment of any of the obligations herein contained, or otherwise in relation to this Agreement, all such disputes shall be and are hereby referred to an arbiter or arbiters to be appointed in the manner provided for in the Companies Clauses Consolidation (Scotland) Act, 1845, and for that purpose the provisions of the said Act, in regard to the settlement of disputes by arbitration, shall be held to be incorporated with and form part of this Agreement, in the same manner and as fully and effectually as if the said provisions were verbatim inserted herein, but declaring that this Agreement shall only be binding and obligatory on the first party in so far as he is legally entitled or has power to grant the same, and the parties hereto consent to the registration hereof for preservation and execution; in witness whereof these presents, written on this and the three preceding pages of stamped paper by James Ferguson, apprentice to James Keyden, writer, in Glasgow, are (under the declarations that the words "plan to a uniform," in the fourth line from the top of page third hereof, are delete; that the word "party," in the twenty-first line also from the top of page third is written partly on erasure; and that the word "pounds" is interlined between the third and fourth lines from the top of this page, and is to be read immediately after the word "twenty" in said fourth line) subscribed in duplicate all on the twenty-second day of February, in the year eighteen hundred and eighty-four, as follows, viz., by the said Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, at Eglinton Castle, Ayrshire, before these witnesses: John Eglinton Montgomerie, residing at Annick Lodge, Ayrshire, Rear-Admiral in the Royal Navy; and Alexander Watson McDonald, clerk to Keydens, Strang and Girvan, writers in Glasgow; and by John Watson, of Earnock, coalmaster, Glasgow, and John Cuninghame, ironmaster, Glasgow, two of the directors; and by George Yuille Strang Watkins, writer in Glasgow, secretary, all of and for and on behalf of the said Barrmill and Kilwinning Railway Company, and are also sealed with the Common Seal

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of the said Company on the said day, month and year last mentioned, all at Glasgow, before these witnesses, David Reid, clerk to the said Keydens, Strang and Girvan, and the said James Ferguson.

(Signed) Eglington and Winton.
(„) John Watson, Director.
(„) John Cuninghame, Director.
(„) G. Y. Strang Watkins, Secy.

(Signed) John E. Montgomerie, Witness.
(„) A. W. McDonald, Witness.
(„) David Reid, Witness.
(„) James Ferguson, Witness.

The Barrmill and Kilwinning Railway Company. Common Seal, 1883.

SCHEDULE (D).

This Agreement, made and entered into and executed by and between the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, as heir of entail in possession of and vested in the harbour of Ardrossan, herein-after called "the first party," of the first part, and the Barrmill and Kilwinning Railway Company, incorporated by the Barrmill and Kilwinning Railway Act, 1883, herein-after called "the "second party," of the second part.

Witnesseth that whereas the said second party are authorised and empowered by the Barrmill and Kilwinning Railway Act, 1883, to construct and maintain a railway from Barrmill to Kilwinning, in the county of Ayr: And whereas the said second party have deposited a Bill in Parliament, under the short title of the Lanarkshire and Ayrshire Direct Railway Act, 1884, for powers to make and maintain extensions of the said Barrmill and Kilwinning Railway to Ardrossan harbour and other places: And whereas the first party has entered into an agreement with the second party of even date herewith, obliging himself, in the event of the said second party obtaining the necessary power to make and maintain the said extension of their said railway to Ardrossan harbour, or Railway No. 1 of the said Bill, forthwith to improve and enlarge the harbour of Ardrossan, as authorised and empowered by the Ardrossan Harbour Consolidation Act, 1864, and substantially conform to a plan prepared jointly by George Miller Cunningham, civil engineer, Edinburgh, and John Strain, civil engineer, Glasgow: And whereas it has been arranged between the first and second parties that, in the event of the said extension railway to Ardrossan

harbour being authorised and made, and the said improvements and enlargements of Ardrossan harbour proceeded with, that an agreement should be now made between the said parties for the use and occupation of the harbour of Ardrossan already made, or to be made, for the accommodation of passengers, goods, mineral and general traffic to be conveyed to or from the harbour by means of the said railway: Therefore the parties hereto have agreed and do hereby agree as follows, namely:—

First.—The second party shall be entitled, on obtaining the necessary Parliamentary powers, forthwith to proceed with the construction of the lines of railway, with relative stations, sidings, switches, crossings and works in connexion therewith, herein-after called "the railways," so far as the same are situate upon the area (within the limits of the harbour of Ardrossan), coloured red upon duplicate plans prepared jointly by the said George Miller Cunningham and John Strain, and signed as relative hereto: Declaring that the second party shall be entitled, free of expense, to use and occupy, by way of easement, the ground occupied and required for "the railways" within the said area coloured red, and so much of the foreshore seawards of the line N to S on said plan as may be required for forming a pitched slope for the protection of "the railways"; but notwithstanding the compulsory powers of acquiring land conferred by the intended Act, the solum of the ground upon which "the railways" are formed shall remain and is hereby declared to be the property of the first party; but "the railways" shall be the property of the second party, and the second party shall, except as herein-after provided, lay from time to time such sidings, switches, crossings and turntables herein-after called "the sidings," within the area coloured green on said plan, in connexion with "the railways," as shall give efficient accommodation for the traffic to and from the said harbour and "the railways." But it shall be in the power of the first party to lay "the sidings" at his own cost if he intimates his intention to do so in writing to the secretary of the second party not less than six months before the opening for traffic of the new wet dock shown upon the said plan prepared jointly by the said George Miller Cunningham and John Strain; or in the event of "the sidings" being laid by the second party, the first party reserves to himself the right to acquire the same at any time, upon terms to be fixed by agreement or arbitration, as herein-after provided. Any dispute as to the necessity for such "sidings," or the construction, extent or position of the same, shall be settled by arbitration, as herein-after provided. In the event of the second party laying "the sidings," they shall be entitled, free of expense to use and occupy, by way of easement or otherwise, the ground occupied and required for "the sidings," and the solum of the ground upon which "the sidings" are formed shall remain the property of the first party, and "the sidings" shall, so long as they remain the property of the second party, be held to be part of their "railways"; but in the event of the first party laying or acquiring "the sidings," the second party or, their assignees, shall be entitled to the free use and occupation of the same. The second party shall also provide such level crossings, footpath bridges, culverts for drainage, and other accommodation works, in such places and in such numbers as may be agreed upon between the first and second parties, or, failing agreement, as may be determined by arbitration in manner herein-after provided.

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Second.—Subject to the provisions herein-after contained, the second party shall have right to the free use and occupation of the whole lines of railway, stations, sidings, switches, crossings, turntables, cranes, sheds, and other buildings and conveniences at the shipping berths within the limits of the harbour of Ardrossan, as at present constructed, or to be constructed, and the ground on which the same are at present or on which they may hereafter be constructed, for the purpose of conveying passengers, goods, minerals, and general traffic between their railway and the said harbour by locomotive engines, horses, or otherwise, and they shall also have right to the free use and occupation of the said cranes, sheds, and other buildings and conveniences, for the purpose of traffic to and from vessels at the said harbour, and also for the use and protection of their engines, carriages, waggons and plant, and that without any charge whatever being made by the first party against the second party in respect of the foresaid use and occupation of the said lines of railway, stations, sidings, switches, crossings, turntables, cranes, sheds, and other buildings and conveniences, and the maintenance thereof, and of the occupation of said ground or otherwise: Declaring that the second party's right to the use of the said cranes, sheds, and other buildings and conveniences shall be subsidiary to the use thereof for the harbour traffic; and it shall in no way interfere with the right of the first party to charge the usual shed, crane, and other harbour dues on any goods and minerals shipped or landed from vessels at the said harbour.

Third.—"The sidings" referred to in article first hereof shall, if constructed by and so long as they remain the property of the second party, be maintained in good order and repair by them at their sole expense; but if the same are constructed by or shall be afterwards acquired by the first party, then the same shall be maintained in said order and repair by him at his sole expense: Declaring, however, that the first party shall in either case be bound to provide free of charges, whatever metal and ballast may be required for said maintenance and repair, in so far as the same can be procured out of the ballast discharged from vessels in the harbour and not required for other parts of the harbour.

Fourth.—The first party shall have right to use "the railways" and "sidings" referred to in article first hereof, for the purpose of removing ballast, and shifting goods and articles from one vessel to another, or from one part of the harbour to another, or for the purpose of conveying materials for the repair or extension of the harbour and works connected therewith, and that without any charge whatever being made by the second party against the first party in respect of such use, or of the maintenance of such lines of railway, or otherwise, the first party being bound to provide metal and ballast as aforesaid.

Fifth.—All arrangements connected with the distribution of goods and minerals coming from or going to the second party's railway, for shipment into or discharged out of vessels at the harbour, shall be under the sole control of the first party or his officials, but the said arrangements shall be such as to enable the second party's traffic to be conducted with efficiency, expedition, and safety: Declaring, however, that the second party shall themselves have the sole regulation of the hours of arrival and departure of all their passenger, goods and mineral trains, and the first party shall be bound to keep the main lines of railway of such harbour clear for the passage of such trains.

Sixth.—The second party shall have right to levy tolls and charges in respect of all traffic passing along any part of the railways and sidings mentioned in article first, and the railways and others mentioned in article second, to and from any part of their statutory lines, in the same way and of the like amount as if such railway and others formed part of their undertaking.

Seventh.—This Agreement and foregoing articles shall only be binding and obligatory on the first party in so far as he is legally entitled to grant the said rights and privileges, and in so far as he has power to do so.

Eighth.—This Agreement is entered into by the first party under reservation of all rights and privileges belonging to or acquired by the Glasgow and South-western Railway Company, but without prejudice to the second party to quarrel and impugn the same without inferring warrandice against the first party: Declaring, however, as it is hereby declared to be the intention of both parties that the said Glasgow and South-western Railway Company, and the second party, shall be placed, as far as possible, by the first party as owner of said harbour on a footing of equality as regards the use and occupation of the harbours and ground, rails, sidings, switches, crossings, cranes, turntables, sheds and other conveniences for the shipment and discharge of passengers, goods and minerals, and all traffic passing along their respective lines of railway coming from or going to vessels at the said harbour. Therefore the second party hereby agrees to give to the Glasgow and South-western Railway Company the like facilities over the said "railways" and "sidings" at the harbour of Ardrossan for the conveyance of all traffic to and from vessels at the said harbour as the second party may acquire by the said intended Act, or otherwise, over the railway and sidings belonging to the Glasgow and South-western Railway Company at the said harbour.

Ninth.—Statutory authority to this Agreement shall, if possible, be obtained by the parties in said Bill deposited as aforesaid, and subject to such variation and modification as Parliament may think fit; but if any material variations or modifications are made thereon, either party may withdraw from the same.

Tenth.—All disputes and differences arising between the parties in regard to the meaning or implement of this Agreement, or in regard to the amount of loss or injury which either party may claim from the other in consequence of the non-fulfilment or alleged non-fulfilment of any of the obligations herein contained, or otherwise, in relation to this Agreement, are hereby referred to an arbiter or arbiters, to be appointed in the manner provided for in the Companies Clauses Consolidation (Scotland) Act, 1845, and for that purpose the provisions of the said Act, in regard to the settlement of disputes by arbitration, shall be held to be incorporated with and form part of this Agreement, in the same manner and as fully and effectually as if the said provisions were verbatim inserted herein, and the parties hereto consent to the registration hereof for preservation and execution; In witness whereof these presents, written on this and the two preceding pages of stamped paper by John Hay, clerk to Keydens, Strang and Girvan, writers in Glasgow, are (under the declaration that the words "a Bill" are interlined between the tenth and eleventh lines of page first hereof, and are to be read immediately after the word "deposited" in said

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eleventh line; that the words "against the second party" are interlined between the twenty-first and twenty-second lines of page second hereof, and are to be read immediately after the word "party" in said twenty-second line; that the word "first" is interlined between the twenty-eighth and twenty-ninth lines, the thirty-fifth and thirty-sixth lines, and the fiftieth and fifty-first lines, all of page second hereof, and is to be read immediately after the word "article" in each of the said twenty-ninth, thirty-sixth, and fifty-first lines; that the word "second" is interlined between the fifty-first and fifty-second lines of page second hereof, to be read immediately after the word "article" in said fifty-second line; and that the word "but" is interlined between the fourth and fifth lines of this page, to be read immediately after the word "Company" in the said fifth line) subscribed in duplicate, all on the twenty-second day of February, in the year eighteen hundred and eighty-four, as follows, viz.: by the said Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, at Eglinton Castle, Ayrshire, before these witnesses: John Eglinton Montgomerie, residing at Annick Lodge, Ayrshire, Rear-Admiral in the Royal Navy; and Alexander Watson McDonald, clerk to the said Keydens, Strang and Girvan; and by John Watson of Earnock, coalmaster, Glasgow, and John Cuninghame, ironmaster, Glasgow, two of the directors; and by George Yuille Strang Watkins, writer in Glasgow, secretary, all of and for and on behalf of the said Barrmill and Kilwinning Railway Company, and are also sealed with the common seal of the said Company, all at Glasgow, on the day, month and year last mentioned, before these witnesses, David Reid, clerk to the said Keydens, Strang and Girvan, and James Ferguson, apprentice to James Keyden, writer in Glasgow.

(Signed) Eglinton and Winton.
(„) John Watson, Director.
(„) John Cuninghame, Director.
(„) G. Y. Strang Watkins, Secretary.

(Signed) John E. Montgomerie, Witness.
(„) A. W. McDonald, Witness.
(„) David Reid, Witness.
(„) Jas. Ferguson, Witness.



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