# CHAPTER xxxvii.

An Act to authorise the construction of Railways from and to Muirkirk Mauchline and Dalmellington and other places in the County of Ayr. [2nd July 1896.] A.D. 1896.

WHEREAS the making and maintaining of the railways roads and works in connexion therewith in the county of Ayr in this Act mentioned would be of local and public advantage and the persons herein-after named with others are willing at their own expense to construct the same and it is expedient that they should be incorporated for the purpose of carrying the undertaking into execution:

And whereas plans and sections and amended plans and sections showing the lines and levels of the railways and roads authorised by this Act and books of reference thereto respectively 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 in the offices at Ayr and Kilmarnock of the principal sheriff clerk for the county of Ayr and such plans and sections and amended plans and sections and relative books of reference are herein-after respectively referred to as the deposited plans sections and books of reference and the amended deposited plans sections and books of reference as the case may be:

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

**1.** This Act may be cited as the Muirkirk Mauchline and Dalmellington Railways Act 1896. Short title.

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Incorporation of Acts.

**2.** The Companies Clauses Consolidation (Scotland) Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Railway Companies (Scotland) Act 1867 the Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 and Part I. (relating to construction of a railway) of the Railways 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 such construction And in this Act and the Acts wholly or partially incorporated herewith as applied to this Act the expression "the Company" means the Company incorporated by this Act the expression "the Caledonian Company" means the Caledonian Railway Company the expression "the South Western Company" means the Glasgow and South Western Railway Company the word "schoolmasters" means session clerks the expressions "the railways" "the railway" and "the undertaking" mean respectively the railways and other works by this Act authorised and the undertaking of the Company as the case may be and any private railways sidings or tramways which the Company may acquire by agreement under the powers of this Act.

Company incorporated.

**4.** Sir John Muir Baronet Charles Howatson James Somervell Alexander Marshall Brown James Finlay and Company William Granger Thomas Mathieson Brown Robert Mitchell Campbell Andrew Mitchell James Matthew Brown and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Muirkirk Mauchline and Dalmellington Railways Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

**5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on

the deposited plans and sections and the amended deposited plans and sections the railways and road herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference and the amended deposited books of reference as may be required for that purpose:

Provided always that if and in so far as the works shown upon the amended deposited plans and sections vary from the works shown upon the deposited plans and sections the amended deposited plans and sections shall prevail:

Description of railways.

The railways herein-before referred to and authorised by this Act are—

(1) A Railway No. 1 9 miles 5 furlongs 9·8 chains or thereabouts in length commencing in the parish of Muirkirk by a junction with the Muirkirk Branch of the Caledonian Railway at a point thereon three hundred and thirty yards or thereabouts measuring in a south-westerly direction from the centre of the bridge carrying the road leading from Muirkirk to Douglas over the Ponesk Burn and terminating in the parish of Sorn at a point sixty yards or thereabouts measuring in a northerly direction from the westmost corner of Daldilling Farm Steading:

(2) A Railway No. 2 5 miles 7 furlongs 0·33 chains or thereabouts in length commencing in the parish of Sorn at the point before described as the termination of Railway No. 1 and terminating in the parish of Mauchline by a junction with the main line of the Glasgow and South Western Railway at a point thereon two hundred and sixty-five yards or thereabouts measuring along that railway in a north-westerly direction from the centre of the bridge carrying the Glasgow and South Western Railway over the Mauchline and Ayr Road:

(3) A Railway No. 3 4 furlongs 7·6 chains or thereabouts in length wholly situate in the parish of Mauchline commencing by a junction with Railway No. 2 at a point thereon thirty-five yards or thereabouts measuring in a north-easterly direction from the centre of the said bridge carrying the Glasgow and South Western Railway over the Mauchline and Ayr Road and terminating by a junction with the Ayr and Mauchline Branch of the Glasgow and South Western Railway at a point thereon thirty-five yards or thereabouts measuring in an easterly direction from the centre of the accommodation bridge under that branch railway at the boundary between the parishes of Tarbolton and Mauchline:

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(4) A Railway No. 4 8 miles 6 furlongs 1·2 chains or thereabouts in length commencing in the parish of Sorn at the point before described as the termination of Railway No. 1 and terminating in the parish of New Cumnock at a point eight hundred and fifty yards or thereabouts measuring in a north-easterly direction from the centre of the bridge at Dalricket carrying the road from Laigh Coalburn to Daleagles over the River Nith:

(5) A Railway No. 5 8 miles 5 furlongs 6 chains or thereabouts in length commencing in the parish of New Cumnock at the point before described as the termination of Railway No. 4 and terminating in the parish of Dalmellington at a point one hundred and eighty yards or thereabouts measuring in an easterly direction from the south-west corner of Dalmellington parish church:

(6) A Railway No. 6 5 furlongs 3·75 chains or thereabouts in length wholly situate in the parish of Dalmellington commencing by a junction with Railway No. 5 at a point eight hundred and twenty-five yards or thereabouts measuring in a south-westerly direction from the centre of the culvert carrying the public road from Dalmellington to Cumnock over the Pennyvenie Burn and terminating by a junction with the private mineral railway of the Dalmellington Iron Company Limited at a point three hundred and sixty-five yards or thereabouts measuring in a westerly direction from the centre of the said culvert:

(7) A Railway No. 7 4 miles 4 furlongs 5·2 chains or thereabouts in length wholly situate in the parish of New Cumnock commencing at the point before described as the termination of Railway No. 4 and terminating by a junction with Railway No. 5 at a point thereon four hundred and seventy yards or thereabouts measuring in a southerly direction from the eastmost corner of Upper Beoch Farm Steading:

(8) A Railway No. 8 2 miles 6 furlongs 3·8 chains or thereabouts in length wholly situate in the parish of New Cumnock commencing at a point three hundred and fifty yards or thereabouts measuring in an easterly direction from the centre of the bridge at Dalricket before described and terminating at a point on the Lanemark Private Mineral Railway seven hundred and fifty yards or thereabouts measuring in a north-easterly direction from the centre of the bridge carrying the highway from New Cumnock to Dalmellington over Redhall Burn:

(9) A Railway No. 9 6 furlongs 8·2 chains or thereabouts in length wholly situate in the parish of New Cumnock commencing by a junction with Railway No. 8 at a point two hundred yards or

thereabouts measuring in a southerly direction from the south-most corner of Burnfoot Farm Steading and terminating at a point one thousand yards or thereabouts measuring in a southerly direction from the south-east corner of Bank House:

(10) A Railway No. 10 1 mile 1 furlong 2·5 chains or thereabouts in length wholly situate in the parish of Sorn and commencing by a junction with Railway No. 2 at a point seven hundred and ten yards or thereabouts measuring in a south-westerly direction from the centre of the bridge carrying the road from Mauchline to Sorn over Burn O'Need at Bridgend of Montgarswood and terminating at a point three hundred and thirty yards or thereabouts measuring in an easterly direction from the centre of the bridge carrying the road between Townhead and St. Germain's Street over the River Ayr at Catrine:

(11) A Railway No. 11 4 miles 3 furlongs 7 chains or thereabouts in length wholly situate in the parish of Muirkirk commencing by a junction with Railway No. 1 at a point two hundred and ten yards or thereabouts measuring in a north-westerly direction from the northmost corner of Tardoes Farm Building and terminating by a junction with the Coalburn Branch of the Caledonian Railway at a point thereon four hundred and forty-five yards or thereabouts measuring in a south-westerly direction from the centre of the culvert carrying the southmost fork of the said Coalburn Branch Railway over the Galawhistle Burn:

(12) A road wholly situate in the parish of Dalmellington commencing at a point three hundred and seventy-five yards or thereabouts measuring in a north-easterly direction from the south-west corner of the Dalmellington parish church and terminating by a junction with the public road from Dalmellington to Carsphairn at a point five hundred yards or thereabouts measuring in a south-easterly direction from the south-west corner of the said church.

Power to agree with Caledonian Company in respect of Railway No. 11.

**6.** In substitution for Railway No. 11 by this Act authorised the Company and the Caledonian Railway Company or either of them may within the period limited by this Act for the construction of that railway form a connexion between Railway No. 1 by this Act authorised and Railway No. 8 authorised by the Caledonian Railway Act 1896 at or near the point where Railway No. 1 crosses Railway No. 8 and such connexion with the necessary sidings for the exchange of traffic shall be formed in accordance with a plan to be

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agreed upon between the two companies and failing agreement to be approved by an engineer to be appointed by the Board of Trade.

For the protection of the Glasgow and South Western Railway Company.

7. For the protection of the Glasgow and South Western Railway Company (in this section called "the South Western Company") the following provisions shall have effect (that is to say):—

(1) The Company shall not enter upon or interfere with any of the railways of the South Western Company or any of the lands or works of that Company or execute any works whatever under over or affecting the same until the Company shall have delivered to the South Western Company plans sections working drawings and specifications of such intended works and those plans sections working drawings and specifications shall have been approved in writing by the principal engineer for the time being of the South Western Company or in the event of his failure for twenty-eight days after delivery of such plans sections working drawings and specifications until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans sections working drawings and specifications and to the reasonable satisfaction of the said engineer for the time being of the South Western Company or in case of difference of an engineer to be appointed by the Board of Trade and the South Western Company shall afford the Company all reasonable facilities in the execution of such works:

(2) In constructing the Railway No. 4 by this Act authorised over the railway of the South Western Company it shall be carried over that railway by means of a bridge of one span not less than twenty-eight feet on the square and a headway of not less than fourteen feet and such crossing of the railway shall be effected in such manner as not to injure the stability of the railway and works of the South Western Company in any way whatever:

(3) In constructing Railways Nos. 3 and 4 where the same are intended to pass under the South Western Railway the Company shall construct girder bridges with iron flooring such bridges to be of not less width between the parapets measured on the square to such railway than twenty-eight feet and the flooring shall be constructed so as to admit of a depth of at least eight inches of ballast below the sleeper and such crossings shall be effected in such a manner as not to injure the stability of the works of the South Western Company in any way whatever:

(4) The Company shall not enter upon any part of the lands numbered 34 on the deposited plans in the parish of Mauchline until a plan of the works and conveniences necessary for the proper interchange of passenger traffic at Mauchline Station has been adjusted between the engineer of the Company and the engineer of the South Western Company or in the event of the said engineers differing in opinion as shall be fixed by the arbiter:

(5) The bridge carrying Railway No. 2 over the approach road to the Mauchline Station of the South Western Company shall be constructed with a span of not less than forty feet on the square and a headway of not less than fifteen feet and shall be constructed so as to prevent as far as practicable the dripping of water on the roadway and footway underneath and the Company shall take such means as shall be considered necessary by the engineer of the South Western Company by fixing such sheeting or otherwise as will prevent water from dripping on the footpaths:

(6) Should it be necessary in the opinion of the South Western Company's engineer in consequence of the construction of any of the works of the Company for the South Western Company permanently or at the request of the Company's engineer temporarily to alter or to remove the signalling apparatus telegraph posts and wires or any of them on or connected with their said railway at or near to the said crossings the Company shall bear and on demand pay to the South Western Company the expenses of and connected with such alteration and removal and of restoring the same to their former position or placing them in a different position or of substituting other signalling apparatus telegraph posts and wires therefor:

(7) The Company shall bear and on demand pay to the South Western Company the reasonable expense of any special employment by them of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution of the intended works so far as interfering with their railways and works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

(8) In constructing the railways by this Act authorised the Company shall not unnecessarily obstruct or interfere with the traffic passing along the railways of the South Western Company and if by reason of any works or proceedings of the

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Company there shall be any unnecessary obstruction or interference with the said railways of the South Western Company so as to impede or prevent the convenient passage of engines carriages and waggons along the same the Company shall pay to the South Western Company all loss they may sustain thereby:

(9) 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:

(10) 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 of the Company or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise 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:

(11) 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:

(12) 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 occupied by the railways and works of that 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:

(13) If any dispute shall arise between the South Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall except as herein-before otherwise provided for be settled by an arbiter to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbiter.

For the protection of the Marquess of Bute.

**8.** For the protection of the Marquess of Bute the following provisions shall unless otherwise agreed between the said Marquess and the Company have effect:—

The Company may and shall construct and maintain so much of Railway No. 5 as lies between a point in the parish of New Cumnock marked on the deposited plans of that railway as the

commencement of that railway and a point in the said parish marked and measured on those plans 2 miles from the said commencement in the line shown on the amended deposited plans and sections instead of and in substitution for the line shown on the deposited plans and sections between those points.

For the protection of the trustees of the Countess of Home.

**9.** Whereas the minerals in the mineral estates of Grasshill and Spireslack belonging or reputed to belong respectively to John George Alexander Baird and Sir Windham Carmichael Anstruther are at present leased to the Eglinton Iron Company and are worked by means of the existing pits or collieries known as Grasshill No. 1 Pit and Grasshill No. 2 Pit and are at present accommodated by a private branch railway passing through the estate of Lightshaw and others belonging or reputed to belong to the trustees acting under a trust disposition granted by the Right Honourable Lucy Elizabeth Douglas of Douglas Countess of Home dated the tenth day of April eighteen hundred and sixty-nine And whereas the said Eglinton Iron Company pay to the said trustees a wayleave of one penny per ton on all minerals or materials or others carried or conveyed to or from the said pits or colliery over the said private branch railway through the lands belonging or reputed to belong to the said trustees And whereas other mineral and other traffic to and from the said pits or collieries presently carried or conveyed over the said private branch railway or which may be carried or conveyed over any alteration extension or substitution thereof which may be made in the future to accommodate any new or additional pits or collieries on the said mineral estates of Grasshill and Spireslack may be either wholly or partially carried or conveyed over the said Railway No. 11 if and when constructed Be it enacted that the Company shall pay to the said trustees or to their successors in said lands of Lightshaw and others in addition to the value of the land taken by the Company from the said trustees one penny per ton on all mineral or other traffic passing over any portion of the said Railway No. 11 to or from the said existing new or additional pits or collieries and the said payment of one penny per ton shall be made half-yearly at the terms of Whit-sunday and Martinmas of each year the half-yearly amount failing agreement to be settled by arbitration.

Provisions with respect to the construction of Railway No. 2 and roads and diversion of

**10.** The following provisions shall have effect with reference to the construction of the Railway No. 2 and diversion of roads through the estate of Sorn belonging or reputed to belong to James Somervell :—

(1) The Company may and shall construct and maintain so much of Railway No. 2 in the parish of Sorn as lies between the

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roads on the estate of Sorn.

points marked and measured on the deposited plans of that railway 4 furlongs and 2 miles 5·3 furlongs respectively from the commencement of that railway on the line shown on the amended deposited plans and sections instead of and in substitution for the line shown on the deposited plans and sections between those points:

(2) The Company may and shall make the roads and diversions of the public highways in the parish of Sorn herein-after mentioned in the manner shown upon the amended deposited plans and sections (that is to say):—

(1) A Road No. 2 two furlongs or thereabouts in length being a diversion of the road leading from Ayr to Galston;

(2) A Road No. 3 nine chains or thereabouts in length being a diversion of the road leading from Viewfield to Sorn Castle;

(3) A Road No. 4 one mile two furlongs or thereabouts in length being a diversion of the road leading from Muirkirk to Galston;

(4) A Road No. 5 seven and one-half chains or thereabouts in length being a diversion of the Dalyearnock Road.

Power to Company to purchase by agreement or lease private railways and sidings.

**11.** The Company may purchase by agreement or take on lease upon such terms and conditions and for such periods as they may agree the private railways sidings or tramways belonging or reputed to belong to the Lanemark Coal Company Limited and William Hyslop of Bank situate at Lanemark and Bank in the parish of New Cumnock and to the Dalmellington Iron Company Limited situate at Dalmellington and Waterside in the parish of Dalmellington all in the county of Ayr.

Capital.

**12.** The capital of the Company shall be four hundred and eighty thousand pounds in forty-eight thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

**13.** The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

**14.** One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

**15.** If any money is payable to a shareholder or mortgagee or debenture stockholder 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 divide shares.

**16.** Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called preferred half share and the other shall be called deferred half share but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

**17.** The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six pounds per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder if any in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have been from time to time payable on the entire share if the same had not been divided.

Priority of dividends on preferred half shares.

**18.** Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Registration of half shares.

**19.** Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be

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made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificate.

**20.** The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

**21.** The provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled.

**22.** No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Rights of holders of half shares.

**23.** The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

**24.** The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and sixty thousand pounds and of such sum the Company may borrow not exceeding forty thousand pounds in respect of each one hundred and twenty thousand pounds of such capital on and when each of the Railways Nos. 1 2 4 and 5 are respectively completed to formation level but no part of any such several sums of forty thousand pounds shall be borrowed until shares for the portion of capital in respect of which the borrowing powers are to be exercised 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

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for the whole of that portion of capital in respect of which the borrowing powers are proposed to be exercised have been issued and accepted and that one-half of such portion of capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such sheriff as aforesaid before he so certifies that such shares were issued and accepted and to the extent aforesaid paid up and held by the persons to whom the same were issued or their executors administrators successors or assigns and that such persons 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 shall be sufficient evidence thereof.

For appointment of a judicial factor.

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

Debenture stock.

**26.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Railway Companies (Scotland) Act 1867 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this 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 and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

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

First and subsequent ordinary meetings.

**28.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of March or April and September or October or

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in such other months as the directors may from time to time appoint and all meetings of the Company whether ordinary or extraordinary shall be held in Glasgow or in such other place as the directors may from time to time appoint.

Quorum of meetings.

**29.** The quorum of every general meeting of the Company shall be ten shareholders present personally or by proxy holding in the aggregate not less than ten thousand pounds in the capital of the Company.

Number of directors.

**30.** The number of directors shall be seven but the Company may from time to time reduce the number provided that the reduced number be not less than five.

Qualification of directors.

**31.** The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

**32.** The quorum of a meeting of directors shall be three.

First directors.

**33.** Sir John Muir Baronet James Somervell William Granger Charles Howatson and three persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by that Act.

Domicile of the Company.

**34.** The domicile of the Company with reference to all judicial proceedings or actions at law shall be and be deemed to be in Glasgow.

Power to take easements &c. by agreement.

**35.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any

easement servitude right or privilege (not being an easement servitude right or privilege of water in which other than parties to the agreement have an interest) 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 rent-charges or feu-duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements servitudes rights and privileges as aforesaid respectively.

Power to deviate from lines delineated on plans &c.

**36.** The Company notwithstanding the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 incorporated with this Act may deviate from the lines of the Railways Nos. 1 4 5 7 and 11 authorised by this Act as delineated on the deposited plans thereof to any extent within the limits of deviation shown on those plans and may deviate from the levels of the said railways as delineated on the deposited sections thereof to any extent upwards or downwards as may be agreed upon in writing with the owners of any lands through which and with the owners lessees and occupiers of any house affected by or through the curtilage of which such deviations are intended to be made and may increase any inclination or gradient of the said railways shown on the deposited sections thereof as not steeper than one in fifty to such an extent as they may see fit Provided that such inclinations or gradients where so increased be not steeper than one in fifty and they may diminish the radius of any curve described on the deposited plans of the said railways to any extent which shall leave a radius of not less than one furlong.

Land for extraordinary purposes.

**37.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

**38.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to cross certain roads on the level.

**39.** Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the Railway No. 8 carry the

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same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say):—

| No. on deposited Plans. | Parish. | Description of Road. |
|---|---|---|
| | Railway No. 8. | |
| 168 | New Cumnock - - | Public |

Provided that so long as the Railway No. 8 is worked only as a goods or mineral railway safety points on each side of the crossing shall be provided by the Company.

Inclination of roads.

**40.** In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

| No. on deposited Plans. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| | Railway No. 2. | | |
| 29 | Mauchline - | Public - - | 1 in 19 |
| | Railway No. 4. | | |
| 66 | Old Cumnock - | Public - - | 1 in 15 |
| | Railway No. 5. | | |
| 43 | New Cumnock - | Public - - | 1 in 12½ |
| | Railway No. 7. | | |
| 176 | New Cumnock - | Public - - | 1 in 16½ |

Height and span of bridges.

**41.** The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans

herein-after mentioned in connexion therewith respectively (that is to say):— A.D. 1896.

| No. on deposited Plans. | Parish. | Description of Road. | Height. | Span. |
|---|---|---|---|---|
| | Railway No. 1. | | | |
| 13 | Muirkirk - - | Public - - | 15 feet | 25 feet |
| 54 | Do. - - | Do. - - | 15 „ | 20 „ |
| 61 | Do. - - | Do. - - | 15 „ | 25 „ |
| | Railway No. 2. | | | |
| 82 | Sorn - - | Public - - | 15 feet | 20 feet |
| 39 | Mauchline - | Do. - - | 16 „ | 25 „ |
| 46 | Do. - | Do. - - | 16 „ | 25 „ |
| | Railway No. 4. | | | |
| 23 | Auchinleck - | Public - - | 15 feet | 20 feet |
| 5 | Old Cumnock - | Do. - - | 16 „ | 25 „ |
| 37 | Do. - | Do. - - | 15 „ | 20 „ |
| | Railway No. 6. | | | |
| 54 | Dalmellington | Public - - | 15 feet | 25 feet |

In this section the word height means clear height above the centre of the roadway.

Widths of certain roadways.

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

| No. on deposited Plans. | Parish. | Description of Roadway. | Width of Roadway. |
|---|---|---|---|
| | Railway No. 1. | | |
| 4 | Sorn - - | Public - - | 20 feet |
| | Railway No. 2. | | |
| 5 | Mauchline - | Public - - | 20 feet |
| 28 | Do. - | Do - - | 30 „ |

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| No. on deposited Plans. | Parish. | Description of Roadway. | Width of Roadway. |
|---|---|---|---|
| | **Railway No. 4.** | | |
| 68 | Sorn - - | Public - - | 20 feet |
| 52 | Auchinleck - | Do. - - | 25 „ |
| 49 | Old Cumnock - | Do. - - | 25 „ |
| 65 | Do. - | Do. - - | 20 „ |
| 72 | Do. - | Do. - - | 20 „ |
| 19 | New Cumnock - | Do. - - | 20 „ |
| | **Railway No. 5.** | | |
| 43 | New Cumnock - | Public - - | 20 feet |
| 60 | Do. - | Do. - - | 20 „ |
| 8 | Dalmellington - | Do. - - | 25 „ |
| | **Railway No. 7.** | | |
| 176 | New Cumnock - | Public - - | 20 feet |

In this section the word width means clear width of roadway between abutments or parapets.

Power to stop up portions of existing roads where roads altered &c.

**43.** Where any new portions of road authorised by the provisions of this Act or of the Railways Clauses Consolidation (Scotland) Act 1845 as incorporated with this Act to be formed in lieu of existing roads altered or diverted are respectively completed to the satisfaction of two justices and opened to the public those portions of existing roads for which such new portions of road are respectively substituted including such roads or portions of roads in the parishes of Dalmellington and Sorn as have already been or may be agreed with the county council of the county of Ayr to be rendered unnecessary in consequence of the construction of the roads by this Act authorised shall be permanently stopped up and discontinued and the sites of any portions of existing roads so stopped up when and so far as the same shall be bounded on both sides by property of the Company shall subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to mines lying under or near the railway belong to and be vested in the Company and when not so bounded shall remain vested in the owner or owners thereof freed and discharged from all public or other rights of way thereover.

Deposit money not to be repaid

**44.** Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of

twenty-six thousand and ninety-four pounds being five per centum upon the amount of the estimate in respect of the railways has been deposited with the Queen's and Lord Treasurer's Remembrancer on behalf of 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 previously to the expiration of the period limited by this Act for completion of the Railways Nos. 1 2 3 4 and 5 open the same for the public conveyance of passengers and in respect of the Railways Nos. 6 7 8 9 10 and 11 open the same for public traffic and if the Company shall make default in so opening the railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers or for public traffic as the case may be then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways 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 railways 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 retransferred 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.

except so far as railways are opened.

Application of deposit.

**45.** If the Company do not previously to the expiration of the period limited for the completion of the railways complete the same and open them for the public conveyance of passengers or for public traffic as the case may be 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

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abandonment of the railways 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 if a judicial factor has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such judicial factor or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors Provided that until the deposit fund has been repaid or re-transferred 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 works.

**46.** If the railways are 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 railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Agreement with the Marquess of Bute confirmed.

**47.** The agreement between Charles George Shaw and Archibald Robert Craufurd Pitman as representing the most Honourable the Marquess of Bute of the one part and the promoters of the Bill for this Act of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto respectively.

Agreement with Sir Claud Alexander confirmed.

**48.** The agreement between Sir Claud Alexander of Ballochmyle in the county of Ayr of the one part and the promoters of the Bill for this Act of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto respectively.

Agreement with James Somervell confirmed.

**49.** The agreement between the promoters of the Bill for this Act of the one part and James Somervell of Sorn in the county of

Ayr of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto respectively.

Agreement with Ballantine's trustees confirmed.

**50.** The agreement between Clement John Haydon as representing James Ballantine's Trustees of the first part the promoters of the Bill for this Act of the second part and Charles George Shaw as representing the most Honourable the Marquess of Bute of the third part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the several parties thereto respectively.

Power of limited owners to subscribe.

**51.** Subject to the provisions herein-after contained any limited owner named in the First Schedule to this Act of any lands shown on the deposited plans and described in the deposited books of reference required by the Company for the purposes of this Act may agree with the Company that the consideration to be paid for the same and the compensation (if any) to be paid for any permanent damage or injury to any such lands shall be wholly or in part the allotment or transfer to such limited owner of such number of shares in the capital of the Company as shall be agreed upon between such owner and the Company :—

(1) For the purposes of this section the expression "limited owner" includes any person or corporation empowered under the seventh section of the Lands Clauses Consolidation (Scotland) Act 1845 to sell convey and dispose of lands or any estate or interest therein to the promoters of the undertaking :

(2) All shares issued pursuant to this section to any limited owner shall be deemed to be fully paid-up shares in the capital of the Company and the names of the holders thereof respectively shall be registered as such in the register of shareholders and such issue and registration shall for the purposes of sections 74 75 and 76 of the Lands Clauses Consolidation (Scotland) Act 1845 be deemed equivalent to and have the same effect as the deposit in the bank of purchase-money or compensation :

(3) All shares issued pursuant to this section to any limited owner shall be held upon the like uses and trusts and for the same purposes and in the same manner as the lands in consideration for which such shares are issued stood settled or were subject immediately before the conveyance of such lands to the Company and as if such shares were an investment of purchase-money or compensation duly authorised by section 68 of the Lands Clauses Consolidation (Scotland) Act 1845 :

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(4) The Company shall make an entry in their register of shareholders to the effect that the said shares are subject to such uses and purposes as aforesaid and subject to the uses trusts and purposes affecting such shares the limited owner in respect thereof shall have all the other rights and powers of a shareholder of the Company:

(5) The Company shall not be bound to see to the application of any dividend payable to a limited owner or be in any way responsible with respect to the application thereof.

**Power of limited owners to convey lands free of charge in certain cases.**

**52.** Any limited owner named in the First Schedule to this Act whose land the Company are authorised to take for the purposes of their undertaking may grant convey dispone or dispose of the same or any portion thereof to the Company free of cost to the Company and without consideration other than the construction of the railway.

**Restriction on taking houses of labouring class.**

**53.** The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary for Scotland ten or more houses which were not so occupied on the fifteenth day of December aforesaid but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

**Tolls.**

**54.** The Company may demand and take for the use of the railways or any part thereof by any other company or person with engines and carriages such reasonable tolls as they think fit.

**Rates for merchandise.**

**55.** The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 19 (Caledonian Railway &c.) Order 1892 (which Order is scheduled to and confirmed by the Railway Rates and Charges No. 19 (Caledonian Railway &c.) Order Confirmation Act 1892) shall be applicable and apply to the Company as if it were the Company named in the Order confirmed by the said Act:

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for small parcels.

**56.** For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum rates for passengers.

**57.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed on the railways for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

**58.** Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for

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third-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

**59.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railways.

Power to run over portion of Glasgow and South Western Railway.

**60.**—(1) The Company and all persons lawfully using any railway of the Company may run over and use with their engines carriages waggons and trucks and their officers and servants and for the purposes of traffic of every description the following portion of the Glasgow and South Western Railway (that is to say):—

The portion of that railway from the junction of the Railway No. 3 by this Act authorised therewith to Ayr and Ayr Harbour viâ the Mauchline and Ayr Branch with all sidings turntables stations buildings offices warehouses approaches water supplies telegraphs telephones signals machinery appliances and conveniences on or connected with such portion of railway and as regards traffic conveyed by the Company and the South Western Company they may demand and take rates and charges upon and in respect of the said portion of railway not exceeding the rates and charges authorised to be demanded in respect thereof.

(2) The terms and conditions pecuniary and otherwise and the tolls rates and charges or other consideration to be paid for the same shall if not agreed on be determined by the Railway and Canal Commission under the provisions of the Railway and Canal Traffic Acts 1873 and 1888 and any Acts amending the same.

(3) In running over or using the said portion of railway and in using any stations and conveniences in accordance with the provisions in this section contained the byelaws and regulations for the time being in force on the undertaking so used shall be at all times observed so far as they are applicable.

(4) Where any such traffic is conveyed on the railway of the South Western Company for a less distance than three miles that Company shall as between themselves and the Company be entitled to charge as their proportion of the through rate in respect of such traffic as if it were carried on their railway for a distance of three miles and the Company shall in all respects be placed on as favourable a footing as the South Western Company with regard to traffic exchanged with that Company to or from the portion of railway of that Company to which the foregoing provisions apply.

(5) The South Western Company shall afford all requisite facilities for the before-mentioned purpose and shall receive book through invoice forward and deliver to and from the said portion of railway and at the stations warehouses booking offices and premises of that Company all traffic of every description coming from or destined for the stations of the Company upon such terms and conditions as may be agreed on or as in default of agreement shall be determined in manner aforesaid.

Protecting local traffic of the Glasgow and South Western Company.

**61.** In exercising the running powers under this Act the Company and any other company lawfully working or using the railways of the Company or any part thereof shall not without the consent in writing of the South Western Company take up at any station of the South Western Company any passengers parcels animals goods minerals or other traffic of any description and deliver the same at any other station of the South Western Company.

Reciprocal facilities for forwarding and interchange of traffic to and from the railways.

**62.** In order to facilitate the interchange and transmission of traffic coming to or from the railways from or to any place or places on the railways of the Caledonian Company or the South Western Company (herein-after called "the forwarding companies") respectively or from or to any places beyond the railways of the Company the Company shall for the purposes of all traffic whatever whether passengers cattle goods minerals or other things from time to time and at all times hereafter have the right to book and invoice through or over the railways of the forwarding companies respectively all such traffic intended to pass to or from the railways to any place or places on the railways of either of the forwarding companies or to any places beyond and the forwarding companies respectively shall for and in respect of all such traffic at all times afford to and for the Company all needful accommodations facilities and conveniences at on and over the lines and stations approaches and conveniences of those companies respectively as aforesaid by the trains of such respective companies and by through booking and invoicing through rates and also (so far as reasonably may be) through waggons and carriages and shall at all times and in all respects conduct forward and carry on and accommodate all such traffic on equal terms with and as well as if it were their own proper traffic and the charge to the Company shall in no case exceed the mileage proportion of through rate in respect of such traffic after deduction of the charges on goods usually agreed to be allowed between companies using the clearing-house and called their terminal charges and the Government duty on passengers Provided always that the Company shall afford to the forwarding companies

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all such and the like facilities in respect of traffic coming from or to the railways of both or either of the forwarding companies to or from the railways as are by this Act provided and secured to the Company and if any dispute shall at any time arise between the forwarding companies or either of them and the Company as to the amounts to be allowed or charged by the one to the other for the services and accommodations to be respectively performed and supplied as aforesaid or as to any matter or thing in this enactment mentioned the same shall from time to time be determined by an arbiter to be appointed by the Board of Trade on the application of any of the Companies and the decisions of such arbiter shall be binding and conclusive and the costs and expenses of such arbitration shall be defrayed as the arbiter shall direct and any of the Companies who shall refuse or neglect to perform or observe and conform to any decision given or regulation made by any such arbiter in the premises shall forfeit and pay to such person or Company as the arbiter shall determine any sum not exceeding fifty pounds for any such offence and twenty pounds for every day during which such offence shall continue.

Short distance charge on traffic conveyed partly on the railways of the Company and partly on the railway of the Glasgow and South Western Company.

**63.** During the exercise of the running powers granted by this Act over a portion of the railway of the Glasgow and South Western Railway Company the railways and the railway of that Company shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railways of the Company and partly on the railway of the South Western Company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railways of the Company and partly on the railway of the South Western Company the Company shall be deemed to be a company connected with the Caledonian Company and specified in the appendix to the schedule to the Railway Rates and Charges No. 19 (Caledonian Railway &c.) Order 1892 confirmed by the Railway Rates and Charges No. 19 (Caledonian Railway &c.) Order Confirmation Act 1892.

Power to pay interest out of capital during construction.

**64.** Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company in addition to the sum of four hundred and eighty thousand pounds (in this Act specified as the capital of the Company) to raise as part of such capital any further sum or sums not exceeding thirty

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thousand pounds for the purpose of paying and thereout to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

(A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:

(B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(C.) The amount so paid for interest shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third paid for interest as aforesaid:

(D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares:

(E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section:

Save as in this Act otherwise expressly provided no interest or dividend shall be paid out of any share or loan capital which the Company are by this 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 from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

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

**65.** The Company shall not out of any money which they are by this Act authorised to raise 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

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the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

**66.** Nothing in this Act shall exempt any company named in this Act or the railways of any such company 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 the rates for small parcels.

Costs of Act.

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

SCHEDULES referred to in the foregoing Act. A.D. 1896.

## THE FIRST SCHEDULE.

NAMES OF LIMITED OWNERS EMPOWERED TO SUBSCRIBE.

The Earl of Home.
James Somervell.
Sir Reginald Archibald Edward Cathcart.
The Trustees of the late James Ranken viz.:—
George Ranken.
Charles George Shaw.
William Hugh Logan Ranken.
James Ranken.
John Mackenzie Bow.
Robert Mitchell Campbell.
The Marquess of Bute.
Alexander Frederic Macadam.
Sir Windham Anstruther.
The Trustees of the late Lucy Elizabeth Douglas of Douglas Countess of Home viz.:—
The Earl of Home.
The Lord Montagu.
James Archibald Douglas Home.

## THE SECOND SCHEDULE.

HEADS OF AGREEMENT between CHARLES GEORGE SHAW County Buildings Ayr and ARCHIBALD ROBERT CRAUFURD PITMAN W.S. Edinburgh as representing the most Honourable JOHN PATRICK CRICHTON STUART MARQUESS OF BUTE and EARL OF DUMFRIES K.T. (who and his successors in the Estates of Dumfries and others are herein-after called "the first party") of the one part and the Promoters of the MUIRKIRK MAUCHLINE and DALMELLINGTON RAILWAY (herein-after called "the second parties") of the other part.

WHEREAS the second parties are promoting in the present session of Parliament a Bill entitled the Muirkirk Mauchline and Dalmellington Railways Act 1896 to authorise the incorporation of a company (herein-after

A.D. 1896. called "the Company") and to empower the Company to make and maintain certain railways roads and other works to acquire lands and for other purposes:

And whereas portions of these railways will pass through parts of the first party's estates:

Therefore the parties have agreed on the following terms and conditions and which so far as the second parties are concerned are hereby declared to be obligations undertaken for and to be performed by the Company if and when incorporated:—

First. The second parties bind themselves and the Company when incorporated to pay to the first party and the first party agrees to accept the sum of one hundred and nineteen pounds per imperial acre for the land to be taken and acquired for the formation of the said railways through the estates of the first party and which sum shall be held to include intersectional and all other damage arising in connexion with the construction of the said railways through the said estates and shall be payable before ground is broken by the Company but provided always that the second parties shall be liable for and bound to provide accesses and accommodation works in terms of the Lands Clauses Acts the Railways Clauses Acts or any other Public Acts.

Second. Inasmuch as by the construction of the proposed railways the first party will be deprived of certain sums of money presently received and enjoyed by him for rights and privileges of his private railway and wayleaves it is hereby agreed and the second parties bind the Company when incorporated to pay to the first party therefor the sum of five thousand eight hundred and seventy-five pounds being at the rate of twelve and a half years' purchase of the estimated loss which sum shall be due and payable when ground is broken on the first party's estate with interest at four per cent. until paid Declaring that in respect the first party will not suffer loss on account of said wayleaves until the railways of the second parties are open for traffic it is agreed that the first party shall hold for behoof of the second party one half of all sums received by him on account of said wayleaves until the railways are open as aforesaid and the Company shall be freed and relieved of all other claims for compensation to the first party therefor.

Third. Subject to the consents of all parties interested being obtained the second parties agree to construct a deviation of the line of Railways Nos. 5 and 8 as laid down on the parliamentary plan in the parish of New Cumnock and county of Ayr to such an extent as the first party may require and in order to avoid the intersection of the meadow land of Auchencross Farm.

Fourth. Subject to the consent of all parties interested being obtained and with a view to diminish the intersectional damage at Dalgig Farm Steading the second parties agree to deviate the levels of Railway No. 5 in the parish of New Cumnock and county of Ayr to such an extent as the first party may require for the better preservation of access from the said farm steading to the riverside land and also for improving the accesses by the

bridge intended to carry the public road across the railway near to the west of said farm steading.

Fifth. The deviations provided for under heads Three and Four shall be settled and adjusted by Benjamin Hall Blyth C.E. Edin. and Charles Forman C.E. Glasgow and in the event of their differing in opinion in any such matter the same shall be settled by Allan Stevenson C.E. Ayr as sole arbiter.

Sixth. The second parties shall settle all claims exigible by the tenants of the lands with the exception of abatement of rent for land actually taken.

Seventh. This Agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in the agreement it shall be competent for either party to withdraw the same.

As witness the hands of the parties the twenty-seventh day of April one thousand eight hundred and ninety-six.

CHAS. G. SHAW
For the Marquess of Bute.

For the Muirkirk Mauchline and Dalmellington Railway Company
F. N. SLOANE
Int. Secretary.

## THE THIRD SCHEDULE.

AGREEMENT between Major-General Sir Claud Alexander Baronet of Ballochmyle in the County of Ayr (who and his successors in the Estate of Ballochmyle are herein-after called "the first party") on the one part and James Somervell Esquire of Sorn Ayrshire Alexander Marshall Brown Merchant Glasgow and Francis Napier Sloane Chartered Accountant Glasgow the Members of a Committee of the Promoters of the Company proposed to be formed for the purpose of making and working the railways herein-after mentioned specially authorised and appointed by the Promoters of said Company as a Provisional Committee to carry out inter alia the following Agreement conform to Minutes of Meetings of said Promoters held on sixteenth November and fourteenth December eighteen hundred and ninety-four (herein-after called "the second parties") on the other part.

Whereas the second parties and their constituents are promoting in the present session of Parliament a Bill entitled the Muirkirk Mauchline and Dalmellington Railways Bill 1895 to empower the incorporation of a company

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and to authorise said company to make and maintain certain railways roads and other works acquire lands and for certain other purposes:

And whereas portions of said lines of railways will pass through parts of the estate of Ballochmyle in the said county of Ayr belonging to the first party:

And whereas the first party draws a water supply from or through the lands proposed to be taken by the second parties for his mansion-house and offices home farm and other farms and houses on the estate and the construction of the said railways and works on the lines and at the levels shown on the deposited plans in connexion with said Bill may injuriously affect the said water supply:

And whereas it is essential that the said water supply should not be cut off or diminished by the construction of the said railway and works until a supply equal in quality and quantity has been provided:

And whereas the second parties have also agreed to acquire the red sandstone situated under the ground to be taken for the construction of the said railway and works which belongs to the first party and the working of which in the ordinary way will be interfered with obstructed and prevented by reason of the construction of said railway and works Therefore the parties hereto have agreed and do hereby agree to the following terms and conditions which so far as the second parties are concerned are hereby declared to be obligations undertaken for themselves and their constituents the said promoters to be performed by them and the said promoters and the said proposed Company if and when incorporated and the first party each to the other respectively:—

First. The second parties bind themselves and the Company to be incorporated under the said Bill to compensate the first party before ground is broken by said Company or operations of any kind are commenced in connexion with the construction of said railway lines roads or other works on the said estate of Ballochmyle not only for the surface of the ground to be taken from the first party but also for all the red sandstone rock if any to be covered or occupied by the said second parties and the Company with their railways roads and other works and for all red sandstone rock under the Glasgow and South Western Railway which is the property of the first party and which in the opinion of the arbiters or oversman to be appointed as herein-after provided cannot be conveniently worked by the first party from the north or north-east in consequence of the construction of the said railway and works. Declaring that this agreement shall in no way affect the compensation to be paid for any portion of the said estate other than the land and rock to be occupied and acquired as aforesaid the amount of compensation under these presents failing agreement between the parties hereto to be determined by two arbiters one to be appointed by each of the parties hereto or in case of difference in opinion between the said arbiters by any oversman whom they shall choose and whom they shall nominate before they enter on the business of the submission whom failing by death or non-acceptance before giving forth a final award by any other oversman whom the said arbiters shall choose.

Second. The second parties and those for whom they act and the said Company shall be entitled to use the rock that they may acquire under this agreement for building or other purposes in connexion with said

railways roads bridges or other works but shall not be entitled to open any sale quarry on the estate of Ballochmyle or to let on lease or otherwise dispose of any of said rock.

Third. The width of the rock to be purchased by the second parties and those for whom they act and the said Company when incorporated shall not be less than forty-five feet the first party reserving to himself right to communicate the workings without paying any compensation to the south of the railway with those to the north thereof by driving tunnels through the said purchased rock of a width not to exceed ten feet and of a height not to exceed twenty feet and no such tunnel of access shall be nearer to another than fifty yards.

Fourth. The second parties undertake and agree for themselves and the other promoters and the Company when incorporated that notwithstanding the powers contained in the Bill and the general Acts incorporated therein and the lines and levels shown on the plans and sections deposited in connexion with said Bill no works of any kind likely to interrupt or diminish the water supply to the mansion house and other houses offices and farms on the estate of Ballochmyle shall be commenced until a supply of equal quality and of as full and sufficient quantity as the present supply and at a height not less than that now in use shall have been provided and connected with the present pipes to the satisfaction of the first party or an engineer to be appointed by him that notwithstanding the said Bill general Acts and plans and sections the levels of the rails shall be raised and the line altered if required by the first party in passing through his property wherever he may consider it necessary for the better protection of the said water supply and before any operations whatever are commenced on Ballochmyle estate detailed plans and sections shall be submitted to the first party and approved of by him or his engineer and when so approved the works shall be carried out in strict conformity therewith Provided that the first party shall obtain the requisite consents of his farm tenants for carrying out the alterations in this article provided for and that all other necessary consents of parties interested (if any) shall be obtained by the second parties.

Fifth. The second parties and those for whom they act and the said Company shall when required by the first party form two sidings on the estate of Ballochmyle for the use of himself and his tenants on sites to be mutually agreed on and failing agreement as may be fixed by the arbiters or oversman to be appointed as herein-before provided for.

Sixth. The second parties hereby bind and oblige themselves and their constituents the promoters of said Company conjunctly and severally and undertake to bind said Company when incorporated to pay to the first party all expenses incurred or to be incurred by him in or with reference to this agreement and the preliminary negotiations and investigations incident thereto and all expenses which may be incurred by him on account of or in relation to the proposed Bill.

Seventh. Effect shall be given to this agreement in the Bill and the second parties undertake and bind and oblige the promoters to have all amend-

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ments necessary in accordance herewith timeously made before the said Bill is passed into law or if required by the first party to have this agreement scheduled to the Act.

Eighth. The first party hereto hereby binds himself and the second parties bind themselves and their constituents the promoters as aforesaid and undertake to bind the Company as aforesaid as coming in their place to perform their several parts of this agreement under the penalty of five hundred pounds sterling to be paid by the party failing to the party observing or willing to observe his or their part thereof over and above performance Declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon but if any material alteration is made thereon either party shall be at liberty to withdraw therefrom And declaring that in case the said Bill shall not pass into an Act this agreement shall become null and void and both parties shall be free from the whole conditions and stipulations herein contained except that the second parties and their constituents shall be bound conjunctly and severally to pay to the first party the whole expenses incurred or to be incurred by him in reference hereto as aforesaid.

In witness whereof these presents written by Alexander William Gordon Duff McKilligin Clerk to Messieurs A. and A. Campbell Writers to the Signet Edinburgh are along with a duplicate hereof subscribed by the parties hereto as follows viz. By the first party the said Major-General Sir Claud Alexander at Ballochmyle aforesaid on the twenty-first day of February in the year eighteen hundred and ninety-five before these witnesses George Campbell Writer to the Signet Edinburgh and Arthur Elliott footman to the said Major-General Sir Claud Alexander at Ballochmyle aforesaid and by the second parties the said James Somervell Alexander Marshall Brown and Francis Napier Sloane on behalf of and as specially authorised by said Promoters as aforesaid all at Glasgow on the said twenty-first day of February and year last above mentioned in a meeting of said Promoters there assembled before these witnesses David Reid Writer Glasgow and John James Morgan clerk to Messieurs Keydens Strang and Girvan Writers Glasgow.

| | |
|---|---|
| Geo. Campbell witness | CLAUD ALEXANDER. |
| Arthur Elliott witness. | JAMES SOMERVELL Chairman. |
| David Reid witness. | A. M. BROWN. |
| John J. Morgan witness. | F. N. SLOANE Secretary. |

## THE FOURTH SCHEDULE.

MEMORANDUM OF AGREEMENT between Charles Howatson William Granger and Alexander Marshall Brown being three and a Sub-committee of the Provisional Committee appointed to promote the construction of certain Railways from Muirkirk to Mauchline and Dalmellington in the County of Ayr to be called the Muirkirk Mauchline and Dalmellington Railways and as authorised by the said Provisional Committee and as taking burden on them for the said proposed Railways (any two being a quorum) of the first part and herein-after called the first party and James Somervell of Sorn in the County of Ayr of the second part and herein-after called the second party.

Witnesseth that whereas the line of the Railways Nos. 1 2 and 10 authorised by the said Bill pass for a distance of five miles or thereby through the second party's entailed lands and estate of Sorn and others:

And whereas by letter dated sixteenth November one thousand eight hundred and ninety-four addressed by Francis Napier Sloane C.A. Glasgow on behalf of the first party to Messrs. Mitchells Johnston and Company Writers Glasgow the second party's solicitors the said Francis Napier Sloane on behalf of the first party undertook the following obligations with reference to the formation of the railways and relative works through the second party's land viz.:—

That notwithstanding the Company's statutory powers of deviation the proposed railways and relative works should not encroach at any point upon the plantation running along the head of the Saugh Park:

And whereas it was agreed by the said letter that the execution of the works therein mentioned should be without prejudice to the second party's fair claim for compensation for land taken severance and amenity:

And whereas the first party have by amended plans deviated their railway and roads on an improved line necessarily encroaching on the policy ground of the second party And whereas the second party has agreed to allow such deviations the parties hereto have agreed as follows:—

(1) The first party shall in constructing the Railways Nos. 1 2 and 10 in the said Bill be bound for the purposes of preserving the plantations preventing severance preserving farm steadings and water supplies or accommodating mines quarries factories or works about to be opened or erected to deviate the same where they pass through the second party's lands in such manner and to such extent as he may require by written notice addressed to the secretary of the Company to be incorporated by the Bill within twelve months from the Company's Act receiving the Royal Assent

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provided the line as so proposed to be deviated can be formed for the same outlay as the parliamentary estimates for the line as shown on the deposited plans and subject to the terms and restrictions of Clause 36 of the Bill as to inclinations and gradients and curves of the railways and subject to the necessary assents being obtained.

(2) The first party shall provide all accommodation works including roads aqueducts bridges cattle creeps level crossings fences gates culverts and all other works which may be necessary and in the event of the parties differing as to such accommodation works such works as may be fixed by the arbiter after named.

(3) If required by the second party the first party shall be bound to put in a siding to accommodate his sawmill grain store or mill or creamery or any or all of them.

(4) In consideration that the second party has agreed to allow the aforesaid deviations of railway and roads to be made in the policy grounds of Sorn Castle the first party agrees to pay to the second party the savings if any on the parliamentary estimates which (but always subject to Article (1) hereof) are effected by the first party by reason of such deviations of railway and roads.

(5) All questions of compensation for entailed land taken whether between the first and second parties or between the first party and the second party's tenants shall failing agreement be referred to James Stewart of Heathfield in the county of Ayr factor to the Earl of Eglinton as sole arbiter in the premises and considering the said James Stewart is so named as arbiter in respect of his professional skill and personal knowledge it is agreed that neither party shall be entitled in any proceedings that may take place before the arbiter to bring before him any evidence of skilled witnesses or to employ counsel.

(6) All costs of and incident to the preparation of these presents or the carrying out of the same shall be borne by the first party.

Lastly. This agreement is made subject to such alterations as Parliament may think fit to make thereon but if any material alteration is made thereon either party shall be at liberty to withdraw therefrom declaring that in case the said Bill shall not pass into an Act this agreement shall become null and void.

In witness whereof these presents are subscribed by the said Charles Howatson and William Granger being a quorum of the said promoters and by the said James Somervell all at London on the twenty-fourth day of April in the year eighteen hundred and ninety-six before these witnesses David Reid Writer Glasgow and John James Morgan Clerk to Keydens Strang and Girvan Writers Glasgow.

DAVID REID witness.
JOHN J. MORGAN witness.

JAMES SOMERVELL.
WILLIAM GRANGER.
C. HOWATSON.

## THE FIFTH SCHEDULE.

HEADS OF AGREEMENT between Clement John Haydon as representing James Ballantine's Trustees (who and their successors in the Estate of North Boig are herein-after called "the first party") of the first part the promoters of the Muirkirk Mauchline and Dalmellington Railway (herein-after called "the second parties") of the second part and Charles George Shaw County Buildings Ayr as representing the most Honourable John Patrick Crichton Stuart Marquess of Bute and Earl of Dumfries K.T. (who and his successors in the Estates of Dumfries and others are herein-after called "the third party") of the third part.

Whereas the second parties are promoting in the present session of Parliament a Bill entitled the Muirkirk Mauchline and Dalmellington Railways Act 1896 to authorise the incorporation of a Company (herein-after called "the Company") and to empower the Company to make and maintain certain railways roads and other works to acquire lands and for other purposes:

And whereas inasmuch as by the construction of the proposed railways the first party will be deprived of certain sums of money presently received and enjoyed by them for rights and privileges of their private railway and wayleaves:

Therefore the parties have agreed on the following terms and conditions and which so far as the second parties are concerned are hereby declared to be obligations undertaken for and to be performed by the Company if and when incorporated:—

First. The Company when incorporated shall pay to the first party the sum of three hundred and fifteen pounds as compensation for the loss of the aforesaid wayleaves which sum shall be due and payable when Railways Nos. 4 5 6 7 8 and 9 or any of them are opened for public traffic.

Second. The second party agree to construct at their own expense a branch into that portion of the North Boig Estate at a convenient point to be agreed so soon as a pit is sunk on that estate whereby minerals are brought to the surface.

Third. The third party agrees to give the land required for the construction of the before-mentioned branch so far as it passes through the said Dumfries Estate and agrees to accept the sum of one hundred and nineteen pounds per imperial acre for the land to be so taken which sum shall be paid before land is broken by the Company Provided always that the second parties shall be liable for and bound to provide accesses and accommodation works in terms of the Lands Clauses Acts and the Railways Clauses Consolidation (Scotland) Act 1845 or any other Public General Act.

Fourth. If any difference should arise between the parties to this agreement in relation to any matter contained herein the same shall be referred to the

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decision of George Geddes Mining Engineer Edinburgh and Robert Wilson Dron Mining Engineer Glasgow as joint arbiters with power in the event of their differing in opinion to appoint an oversman and the decision of such arbiters or oversman shall be final and binding on the parties.

Fifth. This agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in the agreement it shall be competent for either party to withdraw the same.

As witness the hands of the parties the thirtieth day of April one thousand eight hundred and ninety-six.

For James Ballantine's Trustees and others
CLEMENT JNO. HAYDON.

For the Promoters of the Muirkirk Mauchline and Dalmellington Railways
F. N. SLOANE.
Int. Secretary.

For the Marquess of Bute
CHAS. G. SHAW.

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