



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. clxxxii.

An Act for vesting the *Ardrossan* Railway in the *Glasgow and South-western Railway Company*; and for other Purposes. [24th July 1854.]

WHEREAS an Act was passed in the Third and Fourth Year of the Reign of Her present Majesty, intituled *An Act for separating the Management of the Ardrossan and Johnston Railway from the Management of the Glasgow, Paisley, and Johnston Canal, for incorporating the Proprietors thereof, for doubling and improving the said Railway, and for other Purposes relating thereto*, whereby the "*Ardrossan Railway Company*" were incorporated, and the *Ardrossan* Railway, and the Two Branch Railways from *Dubbs* to *Doura*, and from *South Fergushill* to *North Fergushill*, therein described, and Works connected therewith, were transferred to and vested in the said Company, with Power to widen and maintain the same in manner mentioned in the said Act, and to raise by the Creation of Shares the Sum of Eighty thousand Pounds, and to borrow on Mortgage the Sum of Twenty-six thousand six hundred and sixty-six Pounds, Thirteen Shillings and Fourpence; and which Act now under recital is in this Act designated the "*Ardrossan Railway Act*:" And whereas an Act was passed in the Tenth Year of the Reign of Her present Majesty, intituled "*The Glasgow, Kilmarnock, and Ardrossan*"

3 & 4 Vict.
c. civ.

9 & 10 Vict.
c. clix.

[*Local.*]

34 C

Ardrossan

The Ardrossan Railway Transfer Act, 1854.

Ardrossan Railway Act, 1846,” by which it was, *inter alia*, enacted that it should be lawful for the *Ardrossan Railway Company* to sell to the *Glasgow, Kilmarnock, and Ardrossan Railway Company*, and for the said last-mentioned Company to purchase and take, the *Ardrossan Railway*, and all Lands, Stations, Houses, Works, Engines, and Property, and all Powers, Rights, and Privileges of the *Ardrossan Railway Company*, in manner therein mentioned: And whereas, on the Recital of the said *Glasgow, Kilmarnock, and Ardrossan Railway Act*, a Contract was in the Year One thousand eight hundred and forty-six entered into on behalf of the *Ardrossan Railway Company* on the One Part, and the *Glasgow, Kilmarnock, and Ardrossan Railway Company* on the other Part, for the Sale to the said last-mentioned Company of the said *Ardrossan Railway*, and Lands, Stations, Houses, Works, Engines, Property, Powers, Rights, and Privileges of the said *Ardrossan Railway Company*: And whereas Disputes having arisen as to the said Contract, and the same having become the Subject of Litigation, it was agreed between the said Companies that the Sale contemplated by the said Contract should be abandoned, and that the *Ardrossan Railway*, and Property and Powers thereto belonging, should remain with the *Ardrossan Railway Company*: And whereas a Branch Railway was formed from a Point on the *Dubbs and Doura Branch* of the *Ardrossan Railway* near *Milburn* in the Parish of *Kilwinning*, to a Point at or near *Perceton Colliery* in the Parish of *Dreghorn*, in or nearly in the Line of certain Portions of the Branch Railways authorized by “*The Glasgow, Kilmarnock, and Ardrossan Railway Act, 1846,*” and “*The Glasgow, Kilmarnock, and Ardrossan Railway Amendment, Deviation and Branches Act, 1847;*” and the *Glasgow, Kilmarnock, and Ardrossan Railway Company* contributed a Portion of their Funds towards the Expense of constructing the said Branch Railway, but the same was used as a Branch of the *Ardrossan Railway*, and the Tolls, Rates, and Duties thereon were levied by the *Ardrossan Railway Company*; and it was a Part of the Agreement between the said Companies that the *Glasgow, Kilmarnock, and Ardrossan Railway Company* should give up to the *Ardrossan Railway Company* any Claim which they had to or connected with the said Branch Railway: And whereas an Act was passed in the Fifteenth Year of the Reign of Her present Majesty, intituled “*The Glasgow, Kilmarnock, and Ardrossan Railway Dissolution Act, 1852,*” whereby, on the Recital of the said Agreement, it was enacted, that, notwithstanding the said Contract, the said *Ardrossan Railway*, and the whole Lands, Stations, Houses, Works, Engines, and other Property thereby contracted to be sold as aforesaid, together with the said Branch Railway from the said *Dubbs and Doura Branch* to or near to *Perceton Colliery*, and all Rights connected therewith, should be and remain the Property of the *Ardrossan Railway Company*, who should

10 & 11 Vict.
c. cxix.

15 & 16 Vict.
c. lxxviii.

The Ardrossan Railway Transfer Act, 1854.

should in respect thereof exercise and enjoy all the Powers, Rights, and Privileges which are by the *Ardrossan Railway Act* conferred on the said Company in respect of their Undertaking, subject to all Contracts and Obligations entered into or undertaken by or on behalf of the *Ardrossan Railway Company*; and it was also by the said Act provided, that the *Ardrossan Railway Company* should be bound to relieve the said *Glasgow, Kilmarnock, and Ardrossan Railway Company*, and the Directors and Shareholders thereof, of all Claims and Demands on account of Lands, Works, or otherwise incurred, and then subsisting in relation to the Undertaking of the *Ardrossan Railway Company*, including the said Branch Railway: And whereas under and by virtue of the *Ardrossan Railway Act*, the *Ardrossan Railway Company* have raised by the Creation of Shares the Sum of Sixty-one thousand three hundred and fifty Pounds, and have borrowed the Sum of Twenty-six thousand six hundred and sixty-six Pounds; and in consequence of the Nonfulfilment of the said Contract, and during the Existence thereof, and for other Purposes connected with the *Ardrossan Railway*, the said Company have incurred certain Liabilities and Debts amounting to upwards of Eighteen thousand Pounds: And whereas an Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from Glasgow to Paisley and Ayr, and from a Point on the said Railway near Blairland to Kilmarnock, to be called "The Glasgow, Paisley, Kilmarnock, and Ayr Railway," with Branches*, being the Act of Incorporation of the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, the Powers and Provisions of which Act have been altered, amended, and enlarged by various Acts relating to the *Glasgow, Paisley, Kilmarnock, and Ayr Railway*, by the last-mentioned Act authorized to be made, and to the several Branches and Undertakings connected therewith, passed in the Third, Fifth, Eighth and Ninth, Ninth, Ninth and Tenth, Tenth and Eleventh, and Eleventh and Twelfth Years of the Reign of Her present Majesty: And whereas an Act was passed in the Ninth and Tenth Year of the Reign of Her present Majesty, intituled "*The Glasgow, Dumfries, and Carlisle Railway Act, 1846*," being the Act of Incorporation of the *Glasgow, Dumfries, and Carlisle Railway Company*, the Powers and Provisions of which Act were altered and amended by Two Acts passed in the Tenth and Eleventh Year of the Reign of Her present Majesty: And whereas an Act was passed in the Tenth and Eleventh Year of the Reign of Her present Majesty, intituled "*The Glasgow and South-western Railway Incorporation Act, 1846*;" the Powers and Provisions of which Act were altered and amended by Two Acts passed in the Sixteenth and Seventeenth Year of the Reign of Her present Majesty: And whereas under and by virtue of the Powers and Provisions of "*The Glasgow, Dumfries, and Carlisle Railway Act, 1846*," and of "*The Glasgow and South-western Railway Incorporation Act, 1846*,"

1 & 2 Vict.
c. cxvii.9 & 10 Vict.
c. ccclxxii.10 & 11 Vict.
c. clxxxiii.

The Ardrossan Railway Transfer Act, 1854.

1846," the *Glasgow, Dumfries, and Carlisle* Railway Company was amalgamated with the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, and the amalgamated Company is now called "The *Glasgow and South-western* Railway Company," and the Railways belonging to the said amalgamated Company are called "The *Glasgow and South-western* Railway:" And whereas the *Ardrossan* Railway and Branches communicate with the *Glasgow and South-western* Railway, and the said Railways might, with Advantage to the Public and to the said Companies, be worked and managed together; and it is expedient that the *Ardrossan* Railway and Branches should be transferred to and vested in the *Glasgow and South-western* Railway Company; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. I. This Act may be cited for all Purposes as "The *Ardrossan* Railway Transfer Act, 1854."

Interpretation. II. The Expression "the *Ardrossan* Railway" in this Act shall mean and include the Main Line of the *Ardrossan* Railway and the Three Branches herein-before described, and the whole other Branches, Stations, and Works connected therewith.

Ardrossan Railway Company may require Glasgow and South-Western Railway Company to purchase the Ardrossan Railway. III. It shall be lawful for the Directors of the *Ardrossan* Railway Company, by a Requisition under the Hands of any Three of their Number, to call upon the *Glasgow and South-western* Railway Company to purchase the *Ardrossan* Railway, and whole Property and Effects of, belonging or owing to, the *Ardrossan* Railway Company after specified; and the *Glasgow and South-western* Railway Company shall upon such Requisition be bound to purchase and take from the *Ardrossan* Railway Company a Conveyance, at the Expense of the *Glasgow and South-western* Railway Company, in which the Consideration shall be fully and truly stated, and duly stamped for denoting the Payment of the full and proper Stamp Duty by Law payable thereon, of the *Ardrossan* Railway and Property and Effects aforesaid, subject to the Conditions and Provisions herein-after specified.

Glasgow and South-Western Railway Company may require Ardrossan IV. It shall be lawful for the Directors of the *Glasgow and South-western* Railway Company, by a Requisition under the Hands of any Three of their Number, to call upon the *Ardrossan* Railway Company to transfer the *Ardrossan* Railway and Property and Effects aforesaid to the *Glasgow and South-western* Railway Company; and the

The Ardrossan Railway Transfer Act, 1854.

the *Ardrossan* Railway Company shall upon such Requisition be bound to execute, at the Expense of the *Glasgow and South-western* Railway Company, a Conveyance in which the Consideration shall be fully and truly stated, and duly stamped as aforesaid, transferring and conveying the *Ardrossan* Railway and Property and Effects aforesaid to the *Glasgow and South-western* Railway Company, subject to the Conditions and Provisions hereinafter specified.

Railway Company to transfer the Ardrossan Railway.

V. Upon such Requisition being made as aforesaid by either of the said Companies to the Effect herein-before mentioned, and upon the Execution of such Conveyance as aforesaid, the whole Undertaking of the *Ardrossan* Railway Company, and the said *Ardrossan* Railway, and the Three Branch Railways herein-before described, and all other Branch Railways and Works connected therewith, and also all Lands, Tenements, and Hereditaments, and all Engines, Waggon, Carriages, Goods, Chattels, Books, Writings, Maps and Plans, and other Property and Effects whatsoever, heritable and moveable, real and personal, of or belonging or owing to the *Ardrossan* Railway Company, together with the Revenues arising from the said Railway and Branch Railways and other Property from and after the Thirty-first Day of *July* One thousand eight hundred and fifty-four, shall, subject to the Consideration and Lien herein-after provided, and to the Conditions and Provisions hereinafter specified, be and be held to be and the same are hereby transferred to and vested in the *Glasgow and South-western* Railway Company, and shall and may be lawfully held, used, and enjoyed by and in the Name of the *Glasgow and South-western* Railway Company, in the same Manner and to the same Effect as if the *Ardrossan* Railway, and Branches and Works connected therewith, had been authorized to be made by the *Glasgow and South-western* Railway Company, or as if their Name had been inserted in the *Ardrossan* Railway Act in lieu of the Name of the *Ardrossan* Railway Company: Provided always, that nothing herein contained shall be held to transfer to or vest in the *Glasgow and South-western* Railway Company the Debts due or Monies belonging or owing to the *Ardrossan* Railway Company, or the Revenues payable in respect of the Use of the *Ardrossan* Railway, at and prior to the said Thirty-first Day of *July* One thousand eight hundred and fifty-four: Provided also, that all Rents, Feu Duties, and Wayleaves which shall become due and payable for or in respect of any Lands in or through which the *Ardrossan* Railway or Branches have been made, from and after the said Thirty-first Day of *July* One thousand eight hundred and fifty-four, shall be paid by the *Glasgow and South-western* Railway Company.

Ardrossan Railway transferred to and vested in the Glasgow and South-Western Railway Company.

[*Local.*]

34 D

VI. Not-

The Ardrossan Railway Transfer Act, 1854.

Conveyances, &c. to remain valid.

VI. Notwithstanding any thing in this Act contained, all Conveyances, Leases, Grants, Contracts, and Agreements with respect to the Sale or Purchase of Land, the Conveyance of Traffic on the *Ardrossan* Railway, and the Tolls, Rates, and Charges to be levied thereon, and with respect to any other Matter or Thing whatsoever, made, granted, or entered into before the passing of this Act to, with, by, or on behalf of the *Ardrossan* Railway Company, shall be and remain as good, valid, and effectual for or against or with reference to the *Glasgow and South-western* Railway Company, to all Intents and Purposes as the same would have been and remained for or against or with reference to the *Ardrossan* Railway Company if this Act had not been passed, or as if the *Glasgow and South-western* Railway Company had been Parties to and had executed the same, or had been named or referred to therein, instead of the *Ardrossan* Railway Company.

Saving Rights.

VII. Nothing in this Act contained shall extend, or be deemed or construed to extend, to defeat, affect, or prejudice any Rights, Privileges, Contracts, Agreements, Liberties, Powers, Accommodations, Exemptions, or Restrictions which, under or by virtue of the *Ardrossan* Railway Act, or "The *Glasgow, Kilmarnock, and Ardrossan* Railway Dissolution Act, 1852," are specifically granted or created or reserved to or for the Benefit of particular Persons, Corporations, Companies, or Trustees whose Estates, Properties, or Interests are or have been or may be in any way affected by the making or otherwise on account of the *Ardrossan* Railway, or to which such Persons, Corporations, Companies, or Trustees are or may be entitled under or by virtue of the *Ardrossan* Railway Act, or the said *Glasgow, Kilmarnock, and Ardrossan* Railway Dissolution Act, or under or by virtue of any such Contract or Agreement entered into between them and the *Ardrossan* Railway Company; and such Persons, Corporations, Companies, and Trustees shall be entitled to such and the like Powers and Remedies upon and against the *Glasgow and South-western* Railway Company, for Fulfilment of such Contracts and Agreements, and for securing the Possession, Use, and Enjoyment of such Rights, Privileges, Liberties, Powers, Accommodations, and Exemptions, save such of them as have been fulfilled, as they would have been entitled to upon and against the *Ardrossan* Railway Company if this Act had not been passed.

Saving Agreements.

VIII. All Agreements entered into prior to the passing of this Act between the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company and the *Ardrossan* Railway Company and other Parties, in relation to Traffic on the Lines of the said Companies and Branches thereof, shall remain as good, valid, and effectual, for or against or with reference to the *Glasgow and South-western* Railway Company,
to

The Ardrossan Railway Transfer Act, 1854.

to all Intents and Purposes as the same would have been and remained for or against or with reference to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, or the *Ardrossan* Railway Company, if this Act had not been passed.

IX. Notwithstanding the Repeal of the *Ardrossan* Railway Act, and except only as is by this Act otherwise expressly provided, everything before the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company, as herein provided, done or suffered under the *Ardrossan* Railway Act, shall be as valid as if the said Act were not repealed; and the Repeal thereof and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the *Ardrossan* Railway Act were not repealed and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the *Glasgow and South-western* Railway Company shall to all Intents and Purposes represent the *Ardrossan* Railway Company.

Proceedings
under the
Ardrossan
Railway
Act saved.

X. From and after the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company, as herein provided, the *Ardrossan* Railway Company shall, except to the Effect of winding up their Affairs and carrying this Act into execution, be dissolved; and, except to the aforesaid Effect, all the Clauses, Powers, Provisions, Matters, and Things contained in the *Ardrossan* Railway Act in reference to the Meetings and Proceedings of the *Ardrossan* Railway Company, and to the Appointment, Qualification, Powers, and Duties of the Directors, Officers, and Servants thereof, and to any future borrowing of Money by the *Ardrossan* Railway Company on Mortgage, and to the fixing, levying, and recovering of Tolls, Rates, and Charges on or in respect of the *Ardrossan* Railway, shall be and are hereby, from and after the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company, repealed: Provided always, that the Directors of the *Ardrossan* Railway Company who are in Office at the Date of the passing of this Act, and such other Shareholders of the *Ardrossan* Railway Company, possessing the necessary Qualification, as the said Directors or their Quorum may elect to be Directors along with them, which they shall be entitled to do, and the Survivors and Survivor of such Directors, original or elected, shall, without Re-election, continue to hold the Office of Directors of the *Ardrossan* Railway Company until the Affairs thereof shall be wound up and this Act shall be carried into execution; and such Directors, and the Survivors and Survivor of them, shall have full Power and Authority to take all necessary Proceedings for carrying into effect the Purposes

Ardrossan
Railway
Company
dissolved,
except to
the Effect of
winding up
their Affairs,
and *Ardros-*
san Railway
Act in part
repealed.

The Ardrossan Railway Transfer Act, 1854.

Purposes of this Act, so far as concerns the *Ardrossan* Railway Company and the Shareholders thereof.

Actions not to abate.

XI. No Action, Suit, Prosecution, Arbitration, Submission, or other Proceeding whatsoever, commenced either by or against the *Ardrossan* Railway Company previous to the passing of this Act, shall abate or be discontinued or prejudicially affected by this Act; but every such Action, Suit, Prosecution, Arbitration, Submission, or other Proceeding shall continue and take effect, both in favour of and against the *Glasgow and South-western* Railway Company, in the same Manner in all respects as the same would or might have continued and taken effect for or against the *Ardrossan* Railway Company if this Act had not been passed.

Rights of Mortgagees not to be prejudiced.

XII. Nothing herein contained shall prejudice the Rights or Liens of the Mortgagees or other Creditors to whom at the Time of the passing of this Act any Debts were due by the *Ardrossan* Railway Company, or in whose Favour any Sums of Money were secured upon the *Ardrossan* Railway or other Property of the said Company; and such Mortgagees and Creditors shall, after the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company as herein provided, have all such and the like Rights and Remedies against the *Glasgow and South-western* Railway Company as they would have had against the *Ardrossan* Railway Company if this Act had not been passed: Provided always, that, as in a Question with the *Glasgow and South-western* Railway Company, and notwithstanding anything in this or the immediately preceding Section contained, the Obligation on the *Ardrossan* Railway Company to pay and discharge, as herein-after provided, the whole Mortgages and Debts owing by them shall be and remain in full force and effect.

Penalties may be sued for.

XIII. All Penalties incurred by or in consequence of any Offence against the Provisions of the *Ardrossan* Railway Act previous to the passing of this Act shall and may be sued for, and all Offences which may have been committed before the passing of this Act against the Provisions of the said Act may be prosecuted for, in such or the like Manner to all Intents and Purposes as the same might have been sued and prosecuted for respectively if this Act had not been passed; the *Glasgow and South-western* Railway Company being, in reference to the Matters aforesaid, in all respects substituted in the place of the *Ardrossan* Railway Company.

Byelaws to continue in force until altered.

XIV. All Byelaws, Rules, Regulations, and Orders made under the Authority of the *Ardrossan* Railway Act, and which may be in force at the Time of the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company as herein provided, shall continue to

The Ardrossan Railway Transfer Act, 1854.

to be in full force and effect until such Byelaws, Rules, Regulations, and Orders shall be repealed, altered, or varied by the *Glasgow and South-western* Railway Company under the Powers hereby vested in them; and such Byelaws, Rules, Regulations, and Orders, and all Penalties and Forfeitures thereby imposed, shall and may be enforced, recovered, and applied by or in the Name of the *Glasgow and South-western* Railway Company, in such and the like Manner in all respects as such Byelaws, Rules, Regulations, and Orders might have been enforced, and such Penalties and Forfeitures might have been recovered and applied, if such Byelaws, Rules, Regulations, and Orders, and such Penalties and Forfeitures, had been made and imposed by the *Glasgow and South-western* Railway Company under the Powers of this Act.

XV. All Books, Maps, Plans, Sections, Books of Reference, and other Documents whatsoever, by the *Ardrossan* Railway Act authorized or directed to be kept, and thereby made Evidence, shall be admitted as Evidence in all Courts of Law or elsewhere, notwithstanding the passing of this Act.

Books,
Maps, &c.
to be Evi-
dence.

XVI. From and after the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company as herein provided, all the Enactments, Powers, Authorities, Rights, Privileges, Penalties, and Forfeitures contained in the *Ardrossan* Railway Act (except in so far as hereby repealed), or the said *Glasgow, Kilmarnock, and Ardrossan* Railway Dissolution Act, or any Act relating to the Harbour of *Ardrossan* or this Act, in reference to all Works, Matters, and Things which, if this Act had not been passed, might have been done or claimed by the *Ardrossan* Railway Company in anywise relating to the *Ardrossan* Railway or the Use thereof, shall and may, subject to the Provisions herein contained, be exercised, enjoyed, and enforced by, and be applicable to, the *Glasgow and South-western* Railway Company, their Directors, Officers, and Servants, in every respect and as fully and effectually to all Intents and Purposes as if the Name of the *Glasgow and South-western* Railway Company had been inserted in the said Acts instead of the Name of the *Ardrossan* Railway Company.

Powers of
Ardrossan
Railway
Company to
extend to
and be exer-
cised by
Glasgow and
South-
Western
Railway
Company.

XVII. Upon and for and in consideration of the vesting of the *Ardrossan* Railway as herein provided in the *Glasgow and South-western* Railway Company, the *Glasgow and South-western* Railway Company shall consign in Bank, as herein-after provided, the Sum of Forty-six thousand nine hundred Pounds, with Interest thereon at the Rate of Four Pounds *per Centum per Annum* from and after the Thirty-first Day of *July* One thousand eight hundred and fifty-four until the Date of such Consignation, and shall deliver to the Share-

Considera-
tion for
Purchase of
the *Ardros-*
san Railway.

[Local.]

34 E

holders

The Ardrossan Railway Transfer Act, 1854.

holders of the *Ardrossan* Railway Company Capital Stock of the *Glasgow and South-western* Railway Company to the Amount of Ninety thousand Pounds, as herein-after provided.

Glasgow
and South-
Western
Railway
Company to
be discharg-
ed on Con-
signation.

XVIII. On Consignation of the said Sum of Forty-six thousand nine hundred Pounds and Interest being made in any Bank or Agency of a Bank in *Glasgow*, in the joint Names of the *Glasgow and South-western* Railway Company and the *Ardrossan* Railway Company, the *Glasgow and South-western* Railway Company shall, as in a Question between them and the *Ardrossan* Railway Company, be fully exonerated and freed and discharged of all Mortgages and Debts owing by the *Ardrossan* Railway Company or affecting the *Ardrossan* Railway, and of all Claims and Demands in respect of such Mortgages or Debts by or on behalf of the *Ardrossan* Railway Company, or any Mortgagee or Creditor thereof, or any other Person whomsoever.

Application
of the Money
consigned.

XIX. The said Sum of Forty-six thousand nine hundred Pounds, and Interest thereon, or so much thereof as may be required, shall be applied by the *Ardrossan* Railway Company, at the Sight of the *Glasgow and South-western* Railway Company, in the Payment and Discharge of the said Mortgages and the other Debts owing by the *Ardrossan* Railway Company; and an accurate List of such Mortgages and Debts, certified under the Hand of the Secretary of the *Ardrossan* Railway Company, shall be delivered to the *Glasgow and South-western* Railway Company within Ten Days after the passing of this Act; and in case any Mortgagee or Creditor of the *Ardrossan* Railway Company shall not be prepared to grant a valid Discharge of the Mortgage or Debt owing to him on the Expiration of Three Months after the passing of this Act, the Amount of such Mortgage or Debt, with any Interest that may be due thereon, shall be consigned in any Bank or Agency of a Bank in *Glasgow*, on a Deposit Receipt in the joint Names of any One of the Directors of the *Ardrossan* Railway Company and the Chairman of the Directors of the *Glasgow and South-western* Railway Company, which Receipt shall remain in the Custody of the Directors of the *Ardrossan* Railway Company until a valid and sufficient Discharge shall be produced to them by such Mortgagee or Creditor, when the Sum consigned, with the Interest payable by the Bank thereon, shall be drawn out and paid to such Mortgagee or Creditor.

Payment of
Mortgages
and Debts of
the Ardros-
san Railway
Company.

XX. The *Ardrossan* Railway Company shall be bound to pay and discharge any Mortgages or Debts which may remain owing by them after the whole of the said Sum of Forty-six thousand nine hundred Pounds and Interest has been applied as herein provided; and the Dividends payable as herein-after provided on the guaranteed Stock herein-after mentioned, or so much thereof as may be required, shall be paid over to the

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The Ardrossan Railway Transfer Act, 1854.

the Directors of the *Ardrossan* Railway Company, and the Directors to be elected by them as aforesaid, and the Survivors and Survivor of such Directors original or elected, and shall, at the Sight of the *Glasgow and South-western* Railway Company, be applied in the Payment and Discharge of all such Mortgages or Debts; and if any Balance of the said Sum of Forty-six thousand nine hundred Pounds shall remain after the whole of the Mortgages and Debts owing by the *Ardrossan* Railway Company are paid, such Balance shall be retained by the *Ardrossan* Railway Company, and divided among the Shareholders thereof in proportion to the Amount of Shares held by each.

XXI. The *Ardrossan* Railway, and the Plant used thereon, including Engines, Waggon, Carriages, and other Appurtenances, shall, at the Date of the vesting thereof in the *Glasgow and South-western* Railway Company, be in an equally good State of Repair, ordinary Tear and Wear excepted, as the same were on the Twenty-sixth Day of *September* One thousand eight hundred and fifty-three; and in the event of the said Railway and Plant being found, by any Parties who may have been or may be appointed to inspect the same in Terms of any Agreement which may have been or may be made between the said Companies or the Directors thereof, to be in a worse State of Repair than the same were at the said Date, the *Ardrossan* Railway Company shall be bound to pay to the *Glasgow and South-western* Railway Company, or to allow Deduction from the said Sum of Forty-six thousand nine hundred Pounds of such Sum as may be fixed and determined by the Parties appointed as aforesaid as the Sum requisite to put the said Railway and Plant in such equally good State of Repair.

As to the State of Repair of the *Ardrossan* Railway and Plant at the Time of vesting.

XXII. In the event of the *Ardrossan* Railway Company having executed subsequent to the Fifteenth Day of *June* One thousand eight hundred and fifty-three, and previous to the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company, any extraordinary Repairs on or Extensions of the *Ardrossan* Railway, or any extraordinary Repairs on or Additions to the Plant used thereon, including as aforesaid, in Terms of any Agreement which may have been or may be made between the said Companies or the Directors thereof, the *Glasgow and South-western* Railway Company shall, in addition to and along with the said Sum of Forty-six thousand nine hundred Pounds, consign in Bank such Sum in respect of such Repairs, Extensions, and Additions as may have been or may be fixed under the Provisions of such Agreement, with Interest thereon as is herein-before provided with respect to the said Sum of Forty-six thousand nine hundred Pounds; and which additional Sum so to be consigned shall be applied in the same Manner as is herein-before provided

Value of Additions to Railway and Plant to be paid to *Ardrossan* Railway Company.

The Ardrossan Railway Transfer Act, 1854.

provided with respect to the said Sum of Forty-six thousand nine hundred Pounds.

Persons having Claims on the Ardrossan Railway Company to make the same in Three Months.

XXIII. An Advertisement shall be inserted once in each of Three successive Weeks in a Newspaper published in the City of *Glasgow* and in a Newspaper published in the County of *Ayr*, calling upon all Persons having Claims against the *Ardrossan* Railway Company to give in the same, and within Three Months after the last Insertion of such Advertisement all Persons having any Claim or Demand upon the said Company shall give Notice in Writing to the said Company of such Claim or Demand, and shall state the Amount and Particulars thereof.

Power of Glasgow and South-Western Railway Company to borrow Money.

XXIV. It shall be lawful for the *Glasgow and South-western* Railway Company to borrow on Mortgage, and if subsequently paid off to reborrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special Meeting of the said Company, not exceeding in the whole the Sum of Forty-six thousand nine hundred Pounds, in addition to the Sums which the said Company are authorized to borrow by their Acts before recited or referred to, and for securing the Repayment of the Sums so borrowed, with Interest, to mortgage the Undertaking belonging to them, including the *Ardrossan* Railway: Provided always, that the Money due and owing by the *Glasgow and South-western* Railway Company at any One Time on Mortgage or Bond, under the Provisions of this or the said recited Acts, shall not exceed in Amount One Third Part of the Capital of the said Company for the Time being.

Rights of Mortgagees, and Priority of existing Mortgages.

XXV. The respective Mortgagees shall be entitled to the same Rights and Privileges, and the said Mortgages shall be subject to the same Restrictions and Conditions, as are provided in the Acts before recited or referred to with respect to the Mortgages thereby authorized to be granted: Provided always, that all Mortgages of the said Undertaking heretofore granted under the Powers of the said recited Acts, or any of them, shall, during the Continuance thereof, and until the same shall be paid off, have Priority over any Mortgage thereof to be granted under the Powers of this Act.

Glasgow and South-Western Railway Company may create new Shares or Stock with Preference Dividend.

XXVI. It shall be lawful for the *Glasgow and South-western* Railway Company, with the Approbation of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any General Meeting of the said Company to be called for the Purpose, in lieu of borrowing or continuing upon Mortgage or Bond the said Sum of Forty-six thousand nine hundred Pounds hereby authorized to be borrowed by them as aforesaid, or any Part thereof, to raise the same, if they shall think fit, by the Creation and Issue of new Shares or Stock, of such nominal

The Ardrossan Railway Transfer Act, 1854.

nominal Amount, to such Persons, on such Terms, and bearing, if they shall think fit, a guaranteed or preferential Dividend, at such Rate, not exceeding Six Pounds *per Centum per Annum*, as the said Company may appoint; and such new Shares or Stock shall in other respects become Part of and be subject to the same Provisions as the general Capital of the said Company.

XXVII. It shall be lawful for the *Glasgow and South-western* Railway Company, and they are hereby required, to create new Stock of the said Company, or to re-issue and set apart any Stock of the said Company which has been already created or issued, and which the said Company is now possessed of or entitled to, or which is now held by the said Company, or by Trustees or other Persons for and on behalf of the said Company, to the Amount of Ninety thousand Pounds, and to transfer, divide, and apportion such Stock or a Portion thereof to and among the several Persons or Corporations who at the Time of the vesting of the *Ardrossan* Railway in the *Glasgow and South-western* Railway Company, as herein provided, are Holders or Proprietors of Shares of the *Ardrossan* Railway Company, in proportion to the Shares held by such Persons or Corporations; and in the Case of Stock so re-issued, a Transfer, duly executed by the Persons in whose Names the same shall at the Time of such Transfer or Division be registered, shall be a sufficient Title to the Transferees thereto respectively: Provided always, that nothing in this Act contained shall authorize the *Glasgow and South-western* Railway Company to make any Addition to the Capital of the said Company beyond the Amount of the Capital authorized to be raised by the *Ardrossan* Railway Company under and in virtue of the *Ardrossan* Railway Act.

Stock to be created or re-issued by the Glasgow and South-Western Railway Company.

XXVIII. And with the view of facilitating the Division of the said Stock among the Shareholders of the *Ardrossan* Railway Company, it shall be lawful for the Directors of the said Company, at any Time before such Division shall take place, to purchase and acquire on behalf of the said Company and the Shareholders thereof, from any Person willing to sell the same, at such Price as may be agreed on, Shares of the said Company to an Amount not exceeding One thousand three hundred and fifty Pounds of the said Shares, and the Shares so purchased shall be cancelled and cease to exist; and at one and the same Time with making a Requisition to the *Glasgow and South-western* Railway Company, or within Ten Days after receiving a Requisition from the *Glasgow and South-western* Railway Company, as herein-before provided, the *Ardrossan* Railway Company shall be bound to furnish to the *Glasgow and South-western* Railway Company an accurate List of the Holders or Proprietors of Shares of

Directors of Ardrossan Railway Company may purchase Shares of that Company.

[Local.]

34 F

the

The Ardrossan Railway Transfer Act, 1854.

the *Ardrossan* Railway Company, certified under the Hand of their Secretary, which shall be held as conclusive in all Questions between the *Glasgow and South-western* Railway Company and the Shareholders of the *Ardrossan* Railway Company,

Separate
Register of
guaranteed
Stock to be
kept.

XXIX. Every Proprietor of One or more Shares of the *Ardrossan* Railway Company shall be and be deemed to be the Holder or Proprietor of the Stock of the *Glasgow and South-western* Railway Company transferred, divided, or apportioned to him in respect of the Shares held by him as aforesaid; and the said Stock shall be denominated "*Glasgow and South-western* Railway (*Ardrossan*) Guaranteed Stock," and shall, for and during the Period of the guaranteed Dividend herein-after provided, be kept by the *Glasgow and South-western* Railway Company as a separate Stock; and the Certificates of the said guaranteed Stock shall be separately numbered, and shall, with the Transfers thereof, be recorded in a separate Register; and the Proprietors of such guaranteed Stock shall, in addition to the special Powers, Rights, and Privileges conferred upon them by this Act, have and be entitled, in respect of such guaranteed Stock, to all the Powers, Rights, and Privileges to which the Holders of the ordinary Stock and Shares of the *Glasgow and South-western* Railway Company are or may be entitled under or by virtue of any Act relating to the said Company: Provided always, that on the Expiration of the Period of the said guaranteed Dividend the said guaranteed Stock shall merge in and become Part of the ordinary Stock of the *Glasgow and South-western* Railway Company, and the said Company shall not thereafter be bound to keep the said guaranteed Stock as a separate Stock.

Certificates
of guaran-
teed Stock.

XXX. On Demand of any Person or Corporation entitled to any of the said guaranteed Stock, and who shall deliver up a Certificate of any Share held by him or them in the *Ardrossan* Railway Company for the Purpose of the same being cancelled, or who shall prove to the Satisfaction of the Directors of the *Glasgow and South-western* Railway Company, or in case of Difference to the Satisfaction of the Sheriff of the County of *Ayr* or his Substitute, that such Certificate had never been issued, or that having been issued it had been worn out, lost, or destroyed, it shall be lawful for the *Glasgow and South-western* Railway Company, and they are hereby required, to cause a Certificate of the Proprietorship of the guaranteed Stock to which such Person or Corporation is entitled as herein provided to be delivered to such Person or Corporation, and such Certificate shall state that the same has reference to guaranteed Stock of the *Glasgow and South-western* Railway Company, and shall in other respects be in conformity with the Provisions and Regulations in
regard

The Ardrossan Railway Transfer Act, 1854.

regard to Certificates of Stock and Shares contained in the Acts relating to the *Glasgow and South-western* Railway Company herein-before recited or referred to.

XXXI. Subject to the Provisions herein-before contained with respect to the Payment of the Mortgages and Debts of the *Ardrossan* Railway Company, every Proprietor of the said *Glasgow and South-western* Railway (*Ardrossan*) guaranteed Stock, shall, on the same Day on which the half-yearly Dividend is payable on the ordinary Stock of the *Glasgow and South-western* Railway Company, beginning the first Payment of the said Dividend on the Day on which such half-yearly Dividend is payable in respect of the Profits of the *Glasgow and South-western* Railway Company for the Half Year from and after the Thirty-first Day of *July* One thousand eight hundred and fifty-four, and in the event of no such Dividend being paid in any Half Year, then on some Day in the Months of *March* and *September* to be fixed by the Directors of the *Glasgow and South-western* Railway Company, and in the event of no such Day being fixed, then on the last *Friday* in each of the said Months, receive half-yearly a Dividend out of the Profits of the *Glasgow and South-western* Railway Company, of the same Amount as the Dividend payable for the Time on the ordinary Stock or Shares (excluding any guaranteed or preferential Shares) of the said Company: Provided always, that if, in respect of any of the Seven Years next after the Thirty-first Day of *July* One thousand eight hundred and fifty-four, there shall not be paid on such ordinary Stock or Shares any Dividend, or a Dividend less than Three Pounds *per Centum per Annum*, every Proprietor of the said *Glasgow and South-western* Railway (*Ardrossan*) guaranteed Stock shall nevertheless, in respect of the whole Period of Seven Years from and after the Thirty-first Day of *July* One thousand eight hundred and fifty-four, receive from the *Glasgow and South-western* Railway Company, and they shall be bound to pay, a Dividend half-yearly as aforesaid, at the Rate of Three Pounds *per Centum per Annum*, on the Stock held by such Proprietor: Provided also, that after the Expiration of the said Period every such Proprietor shall receive a Dividend of the same Amount as shall be payable on the ordinary Stock or Shares (excluding any guaranteed or preferential Shares) of the said Company as aforesaid.

Dividends on
guaranteed
Stock.

XXXII. No Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any Stock or Shares in pursuance of this Act, nor anything herein contained, shall prejudice or affect any Priority or Preference in the Payment of Interest or Dividend on any other Stock or Shares which may have been granted by the *Glasgow and South-western* Railway Company by or in pursuance of or which may have been confirmed by any Act of Parliament

Former
Grants of
Preference
not to be
prejudiced.

The Ardrossan Railway Transfer Act, 1854.

liament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Proprietors of guaranteed Stock to have a Lien over the Ardrossan Railway.

XXXIII. The Proprietors of the said guaranteed Stock shall, for and during the Period of the said guaranteed Dividend, have a Lien over the *Ardrossan* Railway, and whole Revenues thereof, for Payment to them of the aforesaid Dividend on the said guaranteed Stock.

Lien and Payment of Dividend may be enforced by Judicial Factor.

XXXIV. It shall be lawful for the Proprietors of the said guaranteed Stock to render effectual their said Lien or Security in the event of any Half Year's Dividend on any such Stock, or any Part thereof, not having been paid within the Period of Three Months after the Day of Payment herein-before fixed, by the Appointment, in manner herein-after mentioned, of a Judicial Factor upon the *Ardrossan* Railway, including the Revenues thereof.

Mode of Appointment of Judicial Factor.

XXXV. The Application for the Appointment of such Judicial Factor shall be made by summary Petition to the Court of Session, or in Time of Vacation to the Lord Ordinary on the Bills, in the Name of Proprietors of the said guaranteed Stock holding guaranteed Stock to the Amount of not less than Ten thousand Pounds, the Dividends on which shall be in arrear for the said Period of Three Months; and the Court of Session, or the Lord Ordinary on the Bills, as the Case may be, is hereby authorized and required, on such Application being made, to appoint a Judicial Factor to the Effect and with the Powers herein-after mentioned, unless, previous to the said Application being advised, the Amount of the Dividend in arrear, with any Interest due thereon, shall have been paid, or unless the Court or the Lord Ordinary, as the Case may be, shall be satisfied that Consignation should, under the Circumstances, be accepted in lieu of Payment, and such Consignation shall be made accordingly; and a certified Copy of the Interlocutor making such Appointment shall be a sufficient Warrant for the Judicial Factor thereby appointed entering upon his Office; and such Interlocutor shall be subject to Review or Appeal, but the Presentation of a Reclaiming Note or Petition of Appeal shall not have the Effect of suspending the Operation of the Appointment and Powers of the Judicial Factor.

Powers and Duties of Judicial Factor.

XXXVI. The Judicial Factor so appointed, on finding Security in common Form, shall be entitled to collect the Revenues of the *Ardrossan* Railway, and, after defraying therefrom the working Expenses applicable to the *Ardrossan* Railway, including Charges usually and properly placed to the Debit of Revenue Account, to apply the Balance for the Use and Behoof of the Proprietors of the said guaranteed Stock; and such Judicial Factor shall continue in Office not only until all Arrears of Dividend due at the Date of his Appointment,

The Ardrossan Railway Transfer Act, 1854.

Appointment, with Interest and Costs, including the Charges of collecting the Revenues aforesaid, shall have been paid, but until any Half Year's Dividend which may become due or current during his Continuance in Office, with Interest, shall have been paid or secured by Consignation, as herein-after mentioned.

XXXVII. It shall be in the Power of the *Glasgow and South-western* Railway Company at any Time, by Payment of all Arrears of Dividend due at the Date of the Appointment of such Judicial Factor, with Interest thereon, and of any Dividend which shall have become due after his Appointment, and by consigning in One of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter the full Amount of the Dividend for the Half Year which may be current at the Time, and which Dividend is to become due at the then next ensuing Term of Payment, together with such Sum as the Court of Session, or in Time of Vacation the Lord Ordinary on the Bills, may fix as sufficient to meet the Charges and Costs as aforesaid, to apply to the Court or Lord Ordinary on the Bills to recal the Appointment of such Judicial Factor, and to declare his Powers to have ceased; and the Court or Lord Ordinary on the Bills, as the Case may be, shall, on finding that such Payment and Consignation have been made, recal the Appointment accordingly.

Glasgow and South-Western Railway Company may, on Payment or Consignation, apply for Recal of Factory.

XXXVIII. In the event of a Judicial Factor having been appointed as aforesaid, it shall be lawful for the Proprietors of the said guaranteed Stock on whose Application such Judicial Factor has been appointed, in order to enable their Lien or Security to be more easily enforced, to require the Directors of the *Glasgow and South-western* Railway Company to keep, and upon the said Requisition being made the said Directors shall keep, during the Subsistence of the said Judicial Factory, at the Expense and in the Books of the said Company, separate detailed Accounts of the gross Revenues drawn from Week to Week from the *Ardrossan* Railway and from the *Glasgow and South-western* Railway.

Directors of Glasgow and South-Western Railway Company, to keep an Account of the Revenues of the Ardrossan Railway during Factory.

XXXIX. The Directors of the *Glasgow and South-western* Railway Company shall also, in the event and during the Period aforesaid, and upon being required as aforesaid, keep in the Books of the said Company, and at the Expense of the said Company, separate detailed Accounts of the Working Expenses incurred during each Half Year upon the *Ardrossan* Railway, and upon the other Railways, Branch Railways, and Works of the said Company, and shall apportion to each of such Accounts so much of the general Charges of the Undertaking of the said Company as shall apply to the *Ardrossan* Railway, and to such other Railways, Branch Railways, and Works

Directors to keep Accounts of the working Expenses of the Ardrossan Railway during Factory.

The Ardrossan Railway Transfer Act, 1854.

as aforesaid; and the Judicial Factor and the Proprietors of the said guaranteed Stock, by himself and themselves, or by an Accountant nominated in Writing by any Five or more of such Proprietors for that Purpose, shall be entitled at all Times to examine and check the Accounts of gross Revenue, and the Accounts of Working Expenses, so kept in the Books of the *Glasgow and South-western Railway Company*, and all Vouchers and Entries in the Books of the said Company connected therewith, and to enforce, in the most summary Way, compliance with the aforesaid Provisions for keeping Accounts of Revenue and Working Expenses as aforesaid.

Tolls on
Ardrossan
Railway

XL. From and after the vesting of the *Ardrossan Railway* in the *Glasgow and South-western Railway Company* as herein provided, it shall be lawful for the *Glasgow and South-western Railway Company* to demand any Tolls for the Use of the *Ardrossan Railway* not exceeding the following; (that is to say,)

Tonnage on
Articles of
Merchan-
dise.

1st. In respect of the Tonnage of all Articles conveyed upon the said Railway or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding Twopence; and if conveyed by Carriages belonging to the said Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

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

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Threepence; and if conveyed in Carriages belonging to the said Company, an additional Sum *per Ton per Mile* not exceeding One Penny Halfpenny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Fourpence; and if conveyed in Carriages belonging to the said Company, an additional Sum *per Ton per Mile* not exceeding Twopence:

And

The Ardrossan Railway Transfer Act, 1854.

And for every Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence :

And a like Sum of Sixpence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh ; and if conveyed on a Truck or Platform belonging to the said Company, an additional Sum *per* Mile not exceeding Sixpence :

And for the Trouble occasioned by loading or unloading, or for the Use of any Wharf, Basins, Loading Place or Station, such reasonable Sum as to the said Company shall seem fit.

2. In respect of Passengers and Animals conveyed in Carriages upon the *Ardrossan* Railway or any Part thereof, as follows :

Tolls for
Passengers
and Cattle.

For any Person conveyed in or upon such Carriage, *per* Mile not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum not exceeding Twopence *per* Mile :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum not exceeding Threepence *per* Mile :

For every Calf, Pig, Sheep, Lamb, or Hog, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny ; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum not exceeding One Penny Halfpenny *per* Mile.

XLI. The Tolls which the said Company may demand for the Use of Engines for propelling Carriages on the *Ardrossan* Railway or any Part thereof shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Tolls for
propelling
Power.

XLII. And with respect to small Packages, and single Articles of great Weight, conveyed on the *Ardrossan* Railway or any Part thereof, it shall be lawful for the said Company to demand the Tolls following ; (that is to say,)

Tolls for
small
Parcels and
Articles of
great
Weights.

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each), as follows :

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

The Ardrossan Railway Transfer Act, 1854.

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings:

And for any Parcel exceeding Fifty-six Pounds in Weight, the said Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

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

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the said Company may demand such Sum as they think fit.

Passengers' Luggage.

XLIII. Every Passenger travelling upon the *Ardrossan* Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Limiting Charges for Conveyance of Passengers.

XLIV. It shall not be lawful for the said Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the *Ardrossan* Railway or any Part thereof than Twopence Halfpenny *per Passenger per Mile* in respect of any Passenger travelling in a First-class Carriage, One Penny Halfpenny *per Passenger per Mile* in respect of any Passenger travelling in a Second-class Carriage, and One Penny *per Passenger per Mile* in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and Locomotive Power, and all other Charges incidental to such Conveyance, unless in the Case of Passengers travelling by Special Trains.

Limiting Charges for Conveyance of Goods and Cattle.

XLV. It shall not be lawful for the said Company to charge, in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals herein-after mentioned, conveyed on the *Ardrossan*

The Ardrossan Railway Transfer Act, 1854.

Ardrossan Railway, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for Locomotive Power, and all other Charges incidental to such Conveyance (except a reasonable Charge for the Expense of loading and unloading, where such Service is performed by the said Company), than the several Sums herein-after mentioned; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* One Penny Halfpenny :

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* Twopence :

For all Sugar, Grain, Corn, Flour, Hides, Dye-woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Threepence :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, and Things, *per Ton per Mile* Fourpence :

And for every Carriage, of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, *per Mile* Sevenpence :

For every Horse, Mule, or Ass, *per Mile* Fivepence :

For every Ox, Cow, Bull, or Neat Cattle, *per Mile* Twopence :

For every Calf or Pig, *per Mile* Three Farthings :

For every Sheep, Lamb, or other small Animal, *per Mile* One Halfpenny.

XLVI. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

Regulations
as to the
Tolls and
Charges.

For Articles or Persons conveyed on the *Ardrossan* Railway for a less Distance than Six Miles the said Company may demand Tolls and Charges as for Six Miles, and, in addition to the prescribed Tolls for Conveyance, a reasonable Charge for the Expense of loading and unloading: Provided nevertheless, that in ascertaining the Distance for which the Tolls, Rates, and Charges may be demanded and received by the said Company in respect of Articles or Persons conveyed on the *Ardrossan* Railway and the *Glasgow and South-western* Railway, the *Ardrossan* Railway shall be deemed and taken to be a Portion of the *Glasgow and South-western* Railway :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the said Company may demand Tolls and Charges on Passengers and Articles for One Mile :

[Local.]

34 H—I

For

The Ardrossan Railway Transfer Act, 1854.

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

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone or Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Company may take increased Charges by Agreement.

XLVII. Provided always, That nothing herein contained shall be held to prevent the said Company from taking any increased Charge over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the said Company in relation to such Goods.

Provision for levying and recovering Tolls.

XLVIII. All the Provisions and Enactments of the Acts herein-before recited or referred to, relating to Tolls, Rates, and Charges leviable for or in respect of the Use of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, or the Conveyance of Traffic thereon, so far as now subsisting and in force, shall be applicable to the levying and recovering of Tolls, Rates, and Charges for or in respect of the Use of the *Ardrossan* Railway or the Conveyance of Traffic thereon.

Saving Rights of Owner of Ardrossan Harbour.

XLIX. Nothing in this Act contained shall alter, prejudice, or affect an Act passed in the Fifth Year of the Reign of Her present Majesty, intituled *An Act to amend an Act for erecting a Harbour at Ardrossan in the County of Ayr, and to provide for the Improvement of the said Harbour*, or take away, interfere with, or diminish any Powers, Rights, or Privileges competent to the Owner of the said Harbour and the Works connected therewith.

Interest not to be paid on Calls paid up.

L. The *Glasgow and South-western* Railway Company shall not, out of any Money by this Act or any other Act relating to the said Company authorized to be raised, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised : Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies

The Ardrossan Railway Transfer Act, 1854.

Companies Clauses Consolidation (Scotland) Act, 1845," in that Behalf contained.

LI. It shall not be lawful for the *Glasgow and South-western Railway Company*, out of any Money by this Act or any other Acts relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament in force for the Time being, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or execute any other Work or Undertaking.

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

LII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways, or the *Glasgow and South-western Railway Company*, from the Provisions of the said several Acts respectively, but such Provisions shall be in force in respect to the said Railways and the said Company so far as the same are applicable.

Railways and Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

LIII. Nothing in this Act contained shall be deemed or construed to exempt the Railways by the said recited Acts authorized to be made from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Acts.

Provisions of Railways not exempt from future General Railway Acts.

LIV. All

The Ardrossan Railway Transfer Act, 1854.

Expenses of
Act.

LIV. All the Costs, Charges, and Expenses of obtaining and passing this Act and incidental thereto shall be paid by the *Glasgow and South-western* Railway Company.

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