

[49 & 50 VICT.] *Ardrossan Gas and Water Act, 1886.* [Ch. xcviij.]



CHAPTER xcviij.

An Act for dissolving the Ardrossan Gas and Water Company, Limited, and Re-incorporating the Members thereof with others; and for enabling them to make and maintain additional Waterworks, and to supply Gas and Water within places in the Parish of Ardrossan, in the County of Ayr; and for other purposes. [25th June 1886.]

A.D. 1886.

WHEREAS in the year one thousand eight hundred and seventy-four certain persons formed themselves into a company under the name of the Ardrossan Gas and Water Company, Limited (in this Act called "the Limited Company"), for the purpose of acquiring from the then existing Ardrossan Gaslight Company, and Ardrossan Waterworks Company, the gas and water undertakings of these companies, and carrying on the business of a gas and water company in the town of Ardrossan and places adjacent, in the county of Ayr, and the Limited Company was duly registered on the twenty-second day of May, one thousand eight hundred and seventy-four, under the Companies Acts, 1862 and 1867:

And whereas the authorised capital of the Limited Company consists of nine thousand seven hundred and fifty pounds, divided into nine hundred and seventy-five shares of ten pounds each:

And whereas the Limited Company have issued nine hundred and seventy-five shares, on which the sum of ten pounds per share has been paid up:

And whereas it is expedient that the Limited Company should be dissolved and the members thereof re-incorporated, and that the Company so to be incorporated (in this Act called "the Company") should be authorised to supply gas and water within the burgh of Ardrossan, and the suburbs thereof and places adjacent, within the parish of Ardrossan, in the said county of Ayr, and that such other powers should be conferred upon the Company and such other provision made with respect to their undertaking as herein-after contained and expressed:

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And whereas the Limited Company acquired and now own the undertaking of the then existing gaslight company, and the piece of land described in the First Schedule to this Act, with the gasworks thereon, and have from time to time improved and enlarged the gasworks with the capital raised by them, and are now manufacturing, storing and supplying gas from said works within the burgh of Ardrossan, including the harbour thereof :

And whereas, in consequence of the increasing demand for gas within the places aforesaid, it is expedient that the existing works of the Limited Company should be improved, and their mains extended, and that additional capital should be provided for such improvement and extension :

And whereas the Limited Company acquired and now own the undertaking of the then existing waterworks company and the waterworks now supplying water to the town and harbour of Ardrossan, and have constructed additional works in connexion with their water supply, but in consequence of the increasing demand for water within the districts supplied by the Limited Company, it is expedient that the waterworks of the Limited Company should be enlarged, and that additional capital should be provided therefor :

And whereas it is expedient that provision be made for authorising the sale and transfer of the gasworks and waterworks undertakings of the Company to the Commissioners of Police of the Burgh of Ardrossan (herein-after called "the Commissioners"), and to enable the Commissioners to purchase and acquire the said undertakings in the manner herein-after mentioned, and that the Commissioners be authorised and empowered to apply their funds, and to raise and apply further funds for the purposes of such purchase, and to carry into effect the provisions of this Act, with respect to the same :

And whereas the General Police and Improvement (Scotland) Act, 1862 (herein-after called "the Police Act") has been adopted, and is in force within the said burgh of Ardrossan :

And whereas the Commissioners are the local authority under the Public Health (Scotland) Act, 1867 (herein-after referred to as "the Public Health Act") :

And whereas plans and sections of the additional waterworks by this Act authorised, showing the situation and levels thereof, the plans, showing also the lands to be taken compulsorily under the powers of this Act, with a book of reference to the plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of such lands, have been deposited at the offices at Kilmarnock and Ayr respectively of the principal sheriff clerk of the county of Ayr, and are in this Act referred to as the deposited plans, sections and book of reference :

And whereas the objects of this Act cannot be attained without the authority of Parliament: A.D. 1886.

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 (that is to say):—

1. This Act may be cited as the *Ardrossan Gas and Water Act*, Short title.
1886.

2. The following Acts and parts of Acts (so far as the same respectively are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with and form part of this Act, namely: the Companies Clauses Consolidation (Scotland) Act, 1845; Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863; the Lands Clauses Consolidation (Scotland) Act, 1845; the Lands Clauses Consolidation Acts Amendment Act, 1860; the Waterworks Clauses Acts, 1847 and 1863, and the Gasworks Clauses Act, 1847; and the Gasworks Clauses Act, 1871, shall apply to the present undertaking of the Limited Company as if the same had been authorised by this Act; and the clauses and provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, and the crossing of roads and other interference therewith, but such clauses and provisions shall apply only to the case of the reservoir and the works immediately connected therewith by this Act authorised. Incorporation of general Acts.

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 the expression "the Company" shall mean the Company incorporated by this Act; the expression "the Commissioners" shall mean the Commissioners of Police of the Burgh of Ardrossan, acting under the General Police and Improvement (Scotland) Act, 1862; the expression "the sheriff" shall mean the sheriff of the county of Ayr, or any of his substitutes; the expression "the undertaking" shall mean the gas and water undertakings of the Company; the expression "person" shall include corporations, commissioners, companies and public bodies; and for the purposes of this Act, in the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, incorporated with this Act, the expression "the railway" Interpretation.

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shall mean the reservoir and the works immediately connected therewith by this Act authorised; and the expression "the centre of the railway" shall mean any part of such reservoir and works as delineated upon the deposited plans.

Incorporation of Company.

4. From and after the passing of this Act the Limited Company shall be dissolved, and John Hogarth, David Ireland Mack, Alexander Fullerton, and all other persons and corporations who immediately before the passing of this Act were members of that Company, and all other persons and corporations who have subscribed to or shall hereafter become proprietors in the undertaking and their executors, administrators, successors and assigns respectively, shall be, and they are hereby united into a company for the purposes herein-after mentioned, and shall be incorporated by the name of "The Ardrossan Gas and Water Company," and by that name shall be a body corporate with perpetual succession and a common seal, with power to purchase, take, hold and dispose of lands and other property for the purposes of this Act.

General purposes of the Company.

5. The Company shall be established for the purposes of maintaining, altering and improving, extending and enlarging the gasworks of the Limited Company, and of manufacturing and storing gas and for supplying gas within the burgh of Ardrossan, and the suburbs thereof and places adjacent (but excluding the burgh of Saltcoats), within the parish of Ardrossan, in the county of Ayr (herein-after referred to as "the limits of this Act"), and for converting or utilising and distributing materials used in and about the manufacture of gas, and of residual products resulting from such manufacture, and for dealing in, selling and disposing of gas, coal, coke, lime, peat, oil, tar, chemicals and residual and manufactured products, and any other material or substance used in or arising or to be made and obtained from or in the manufacture of gas, or by the combination of any of the above-mentioned matters either with each other or with other substances, and for carrying on the business usually carried on by gas companies, or by companies or persons dealing in any of the matters and things aforesaid, and for manufacturing, purchasing, or hiring and supplying gas meters, fittings, stoves, engines and other apparatus, and also for the purpose of maintaining, improving, extending and enlarging the waterworks of the Limited Company, and of making and maintaining the waterworks by this Act authorised, and for supplying water by meter or otherwise to and within the limits of this Act, and for selling or letting on hire meters and other materials necessary or desirable for such supply, and for other the purposes of this Act.

Present property of Limited

6. Subject to the provisions of this Act, all the lands, gasworks, waterworks, erections, buildings, rights and easements which imme-

diately before the passing of this Act (herein-after referred to as "the time of vesting") were vested in the Limited Company, or any person in trust for them, or to which the Limited Company were in anywise entitled, and all mains, conduits and pipes, filters, plant, plugs, lamps, irons, retorts, gauges, meters, lamp-posts, syphons, apparatus, stock, effects, matters and things which may have been by them purchased, provided, laid down, erected, or placed in any place or house within the limits of this Act, or which immediately before the time of vesting were the property of the Limited Company, and all moneys, securities, credits, effects and other property whatsoever which immediately before the time of vesting belonged to the Limited Company, or to any trustee on their behalf, and the benefit of all contracts and engagements entered into by or on behalf of the Limited Company, and immediately before the time of vesting in force (herein-after referred to collectively as "the undertaking of the Limited Company"), shall be and the same are, subject to the provision herein-after contained with respect to surplus revenue or reserve fund, hereby vested in the Company as from the time of vesting, to the same extent and for the same estate and interest as the same may then be vested in the Limited Company, or any trustee on their behalf, and may, subject to and in accordance with the provisions of this Act, be held and enjoyed, sued for and recovered, maintained, altered, discontinued, removed, dealt with and disposed of, by the Company as they think fit.

A.D. 1886.
Company
vested in
Company
incorporated
by this Act.

7. As from the time of vesting, and subject to the provisions of this Act, the Memorandum and Articles of Association of the Limited Company shall, as to any prospective operation thereof, be wholly void, and the Company and the shareholders shall be exempted from all the provisions, restrictions and requirements of any Act which applied to the Limited Company and the members thereof as such, but nothing in this Act contained shall release or discharge any person from any liability or obligation in respect of any breach of the provisions of the said Memorandum and Articles of Association incurred before the time of vesting, but such liability or obligation in respect of any such breach shall thenceforth continue, and save as in this Act otherwise provided, may be enforced by or on behalf of the Company, as nearly as may be, in like manner as the same might have been enforced by or on behalf of the Limited Company if this Act had not been passed.

Memo-
randum and
Articles of
Association
of the
Limited
Company to
be void
without
prejudice to
remedies for
antecedent
breaches
thereof.

8. Except as is by this Act otherwise expressly provided, every-thing before the time of vesting done or suffered by or with reference to the Limited Company, or the members thereof as such, shall be as valid as if the Company had not been incorporated, and the said

Nothing
to affect
previous
rights and
liabilities.

A.D. 1886. Memorandum and Articles of Association had not been avoided by this Act, and such incorporation and avoidance 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 Company were not incorporated, and the said Memorandum and Articles of Association were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and everything so done or suffered; and with respect to all such rights, liabilities, claims and demands, the Company and its shareholders and property shall, to all intents and purposes, as from the time of vesting, represent the Limited Company and the members thereof as such, and the property of the Limited Company as the case may be, and the generality of this enactment shall not be restricted by any of the other clauses and provisions of this Act.

Contracts
prior to
vesting to
be binding.

9. Except as is by this Act otherwise specially provided, all purchases, sales, conveyances, grants, feu rights, leases, assurances, deeds, contracts, bonds and agreements entered into or made before the passing of this Act, by, to, or with the Limited Company, or any trustees or persons acting on behalf of that Company, or by, to, or with any other person or company to whose rights and liabilities they have succeeded, and now in force, shall, as from the time of vesting, and subject to and in accordance with the provisions of this Act, be as binding and of as full force and effect in every respect against or in favour of the Company, and may, as from the time of vesting and subject as aforesaid, be enforced as fully and effectually as if, instead of the Limited Company, or the trustees or persons acting on behalf of the Limited Company, or such other person or company to whose rights and liabilities they have succeeded, the Company had been a party thereto.

Actions, &c.,
not to abate.

10. Nothing in this Act contained shall release, discharge or suspend any action, suit, or other proceeding at law or in equity which was pending by or against the Limited Company, or any member thereof, in relation to the affairs of that Company, or to which that Company, or any member thereof, in relation to such affairs were parties immediately before the time of vesting; but such action, suit, or other proceeding may thereafter be maintained, prosecuted or continued by or in favour of or against the Company (as the case may be) in the same manner and as effectually and advantageously as the same might have been maintained, prosecuted or continued by or in favour of or against the Limited Company, or any member thereof, if the vesting had not happened, the Company and the shareholders therein being, in reference to the

matters aforesaid, in all respects substituted, as from the time of vesting, for the Limited Company and its members respectively. A.D. 1886.

11. Every trustee or other person in whom or in whose name any lands, works, buildings, easements, rights, property or effects belonging to the Limited Company were vested immediately before the time of vesting, and who (being authorised so to do) before the time of vesting entered into any bond, covenant, contract or engagement in respect of the same, or otherwise on behalf of the Limited Company, and for or in respect of which the Company are by this Act, as from the time of vesting, substituted for the Limited Company, shall be indemnified out of the funds and property of the Company against all liability (including costs, charges and expenses) which he may sustain or incur, or be put unto, by reason of his having entered into such bond, covenant, contract or engagement. Trustees of Limited Company to be indemnified.

12. From and after the time of vesting, but subject to and in accordance with the provisions of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all respects be subject to and shall discharge all obligations and liabilities to which the Limited Company immediately before the time of vesting were subject, and shall indemnify the members, directors, officers and servants of the Limited Company, and their respective representatives, from all such obligations and liabilities, and from all expenses and costs in that behalf. Company to satisfy liabilities of Limited Company.

13. All gas rents and water rates and charges and sums of money which immediately before the time of vesting were due or accruing to the Limited Company shall, subject to and in accordance with the provisions of this Act, be payable to and may be collected and recovered by the Company in like manner as if they had become payable for the like matters supplied or done under this Act. Recovery of gas rents, water rates, &c.

14. All persons who immediately before the time of vesting owed any money to the Limited Company, or to any person on their behalf, shall pay the same, with all interest (if any) due or accruing upon the same to the Company, and all debts and moneys which immediately before the time of vesting were due by or recoverable from the Limited Company, or for the payment of which the Limited Company were, or but for this Act would, at the time of vesting be liable, shall be paid, with all interest (if any) due or accruing upon the same, by or be recoverable from the Company: Provided always that if, after paying all debts and discharging all obligations of the Limited Company, any surplus revenue or reserve fund shall remain, the same shall be applied to and for behoof of the members of the Limited Company at the time of vesting. As to payment of debts owing before the time of vesting.

A.D. 1886.

Certificates,
&c., to
remain in
force.

15. Notwithstanding the avoidance of the said Memorandum and Articles of Association, all certificates (until cancelled under the powers of this Act), sales, transfers and dispositions before the time of vesting made or executed under them, for and with respect to any shares in the Limited Company, shall remain in full force, and continue and be available in all respects as if they had not been avoided.

Books, &c.,
continued
evidence.

16. All documents, books and writings which, if the said dissolution and avoidance had not taken place, would have been receivable in evidence, shall be admitted as evidence in all courts of law and equity, and elsewhere, notwithstanding such dissolution and avoidance.

Appoint-
ment and
removal, &c.,
of officers,
&c., of the
Company.

17. All officers and servants of the Company shall be appointed and removed at pleasure by the directors of the Company, who shall determine the powers, duties, salaries, wages or allowances of such officers and servants; and all officers and servants of the Limited Company who were in office immediately before the time of vesting shall hold and enjoy their respective offices and employments, together with the salaries and emoluments thereunto annexed, until they shall resign the same, or be removed therefrom by the directors of the Company, or their period of service shall, in accordance with notice duly and lawfully given in that behalf by the Limited Company before the time of vesting, or otherwise be determined, and shall be subject and liable to the like conditions, obligations, pains and penalties, and to the like powers of removal, and to the like rules, restrictions and regulations in all respects whatsoever, as if they had been appointed under this Act.

Present
registers of
members to
be continued.

18. The books kept by the Limited Company for entering the names and designations of the members thereof, with the numbers of their shares and the proper distinguishing number of such shares, shall and may continue to be kept by the Company for the same purpose, and shall, until some other register of shareholders shall be provided by the Company, be taken and considered as the register of shareholders required to be kept by the Companies Clauses Consolidation (Scotland) Act, 1845.

Capital.

19. The capital of the Company shall be thirty-six thousand pounds, which shall be appropriated as follows: (First), thirteen thousand nine hundred and thirty pounds of such capital shall be fully paid up stock of the Company, entitled to dividend at the same rate as the shares herein-after mentioned; and such stock, in this Act called the original capital, shall be vested in the several persons who, immediately before the time of vesting, were the registered members of the Limited Company in substitution for and

rateably in lieu of the shares held by them respectively. (Second), twenty-two thousand and seventy pounds, divided into two thousand two hundred and seven shares of ten pounds each, and which shares are in this Act called the additional capital; and the Company may convert into stock the whole or any part of their additional capital when fully paid up.

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20. The original capital so vested as aforesaid shall be subject and liable to the same trusts, powers, provisions, declarations, agreements, charges, liens and incumbrances as immediately before the time of vesting affected the share or shares in the Limited Company for which the same is substituted, and so as to give effect to and not revoke any deed or other instrument, or any testamentary disposition of or affecting the same.

Original capital subject to same trusts, &c.

21. The Company shall, as soon as conveniently may be after the passing of this Act, call in and cancel the certificates of shares in the Limited Company and issue in lieu thereof as herein-before provided certificates under the conditions prescribed by the Companies Clauses Consolidation (Scotland) Act, 1845, but the holders of such existing certificates of shares shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled the certificates of proprietorship issued to them before the time of vesting, or shall have proved to the reasonable satisfaction of the Company the loss or destruction thereof.

Company shall call in and cancel existing share certificates and issue new certificates in lieu thereof.

22. The Company may from time to time raise (in addition to their original capital) any further capital not exceeding in the whole twenty-two thousand and seventy pounds, by the creation and issue of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds.

Power to Company to raise additional capital.

23. The Company shall not in any one year make out of their profits any larger dividend on their capital, whether original or additional, than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital, or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital.

Profits of the Company on capital limited.

24. In case in any half-year the net revenue of the Company applicable to dividend shall be insufficient to pay the full amount of the prescribed maximum rate of dividend on each class of ordinary stock or shares in the capital of the Company, a proportionate reduction shall be made in the dividend of each class.

Dividends on different classes of stock or shares to be paid proportionately.

A.D. 1886.

Receipt in
case of
persons not
sui juris.

Representa-
tion of the
Company in
bankruptcy,
&c.

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

26. In proceedings under any bankruptcy or liquidation by arrangement, or deed of composition or arrangement, the secretary of the Company, or any person appointed on his behalf, by writing under his hand, may represent the Company and shall be competent to act for the Company, and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim or demand of such secretary or person and not of the Company.

Power to
borrow in
respect of
original
capital.

27. The Company may at any time, and from time to time, after the passing of this Act, borrow on mortgage of the undertaking in respect of their original capital any sums not exceeding in the whole one-third part of the nominal amount of such capital.

Power to
borrow in
respect of
additional
capital.

28. In addition to the money which the Company are authorised to borrow by the last preceding section, they may from time to time, in respect of their additional capital by this Act authorised to be raised by shares or stock, borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of so much of the nominal amount of such additional capital as may be issued for the time; but no part of any such further sum shall be borrowed until the additional capital issued for the time has been accepted, and one-half thereof 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 the capital so issued has been accepted, and that one-half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that stock for one-half of so much of the said additional capital, as is to be raised by means of stock, is fully paid up, and the Company have proved to such sheriff as aforesaid before he so certifies, that such shares or stock were issued bonâ fide and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors or assigns, and that such persons or corporations, their executors, administrators, successors or assigns, are legally liable for the same, and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

29. The Company shall not have power to raise any money by this Act authorised to be borrowed on mortgage, or by debenture stock, or any part thereof, by the creation of shares or stock instead of borrowing, or to convert into capital any money borrowed under the provisions of this Act, unless in either case all dividends upon the shares or stock are limited to a rate not exceeding five pounds per centum per annum.

A.D. 1886.

As to
conversion
of borrowed
money into
capital.

30. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest due on their mortgages, by the appointment of a judicial factor on the undertaking comprised in their respective mortgages, and the application for such appointment shall be made by summary petition to the court of session, or in time of vacation to the lord ordinary on the bills, which appointment shall be made accordingly, unless before such application is advised, the amount of such interest or principal as the case may be, with interest and expenses, is paid, or it appears, to the satisfaction of the court or lord ordinary, that consignation thereof should under the circumstances be accepted in lieu of payment, and such consignation is made accordingly, and the interlocutor making such appointment shall not be subject to review or appeal. 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 one thousand pounds.

For appoint-
ment of a
judicial
factor.

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

Debenture
stock.

32. All moneys raised on mortgage by the Company under this Act, and the interest due thereon, and the interest due on debenture stock created and issued under this Act, shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of debts incurred or engagements entered into by the Company after the passing of this Act, but this priority shall not affect any claim against the Company in respect of any annual feu duty or ground annual to become payable by them in pursuance of the Lands Clauses Consolidation (Scotland)

Priority of
mortgages
and debenture
stock
over other
debts, &c.

A.D. 1886. Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, or in respect of any rent or sum reserved by or tack duty payable under any lease to be granted or made to the Company by any person in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest or dividends on the mortgages or debenture stock, nor shall anything herein-before contained affect any claim for land taken, used or occupied by the Company for the purposes of their works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred upon the Company.

Application of moneys.

33. All moneys raised under this Act, whether by shares, stock, debenture stock or borrowing, shall be applied only for the purposes of this Act, to which capital is properly applicable, including the costs of obtaining this Act.

Quorum at meetings.

34. The quorum, in order to constitute a meeting (whether ordinary or extraordinary) of the Company, shall be not less than ten shareholders or holders of stock, present personally or by proxy, and holding not less than two thousand pounds of the capital of the Company.

First ordinary meeting.

35. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Votes at meetings.

36. At all general meetings of the Company every shareholder shall have one vote for every share held by him, up to ten, and he shall have an additional vote for every five shares beyond the first ten shares held by him up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred shares, and every holder of stock (not being debenture stock) shall have one vote for every ten pounds of such stock held by him.

Number of directors.

37. The number of directors shall be five, but the Company may from time to time reduce or again increase the number, provided that the number be never less than three or more than five.

Qualification of directors.

38. The qualification of a director shall be the possession in his own right of not less than one hundred pounds of original capital, or ten shares of additional capital, or one hundred pounds of additional stock (not being debenture stock).

Quorum of directors.

39. The quorum of a meeting of directors, so long as the number of directors be four or more, shall be three; but if the number of directors be reduced to three the quorum shall be two.

First directors.

40. John Hogarth, David Ireland Mack, Alexander Fullerton, and two other duly qualified persons, to be nominated by them or by 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, subject to the power of reducing the number of directors herein contained, 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 fill up the number of directors, or to supply the place of those not continued in office, the directors appointed by this Act or nominated as aforesaid being (if 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 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 the same Act.

A.D. 1886.

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Election of
directors.

41. Any contract to be made under this Act with any local authority, corporation or public body shall not disqualify any of the members of such local authority, corporation or public body for the office of director of the Company, and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company; but no director of the Company, being a member of any such local authority, corporation or public body, shall vote upon any question with reference to any contract with such local authority, corporation or public body.

Contracts not
to disqualify
for office of
director.

42. Subject to the provisions of this Act the Company may continue, maintain, alter, improve and renew, or discontinue the existing gasworks of the Limited Company, and erect, make and maintain, alter, improve, enlarge, extend and renew, or discontinue other works for the manufacture of gas, and convert or utilise and distribute materials used in and about the manufacture of gas, and of residual products resulting from such manufacture, upon the lands on which the same are erected, described in the First Schedule to this Act, or some part or parts thereof, and upon those lands they may accordingly continue to manufacture gas, and manufacture, convert, utilise and distribute such materials and residual products as aforesaid, and also on those lands store gas and erect houses and other buildings; and the Company may also from time to time provide, lay down, maintain, alter, improve, enlarge, extend and renew, or discontinue drains, sewers, mains, pipes, meters, lamps, lamp-posts, burners, stop-cocks, machinery, and other works and apparatus and conveniences, and may do all such other acts as they

Powers as to
maintenance
of gas works.

A.D. 1886. may think proper for making, storing and supplying gas within the limits of this Act, and may supply gas accordingly, and may deal in and sell and dispose of coal, coke, lime, peat, tar, chemicals, and other residual and manufactured products, and carry on the business usually carried on by gas companies, and may manufacture, purchase, or hire and supply gas meters, fittings, stoves, engines and other apparatus.

Power to lay pipes against buildings.

43. The Company, with the consent of the owner and occupier of any building, may lay any pipe, branch, or any other necessary apparatus from any gas main or branch pipe into, through, or against such building for the purpose of lighting it, and may with the like consent provide and set up any apparatus necessary for securing to such building a proper and complete supply of gas, and for measuring and ascertaining the extent of such supply, and may from time to time with the like consent, repair, replace, alter, discontinue and remove any such pipe, branch or apparatus.

Limiting the price of gas.

44. The price to be charged by the Company for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed five shillings and threepence per thousand cubic feet.

Pressure of gas.

45. All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance a column of water, from midnight to sunset, not less than six-tenths of an inch, and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service pipe supplying such consumer, and any gas examiner appointed under the Gasworks Clauses Act, 1871, may, subject to the terms of his appointment, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage or place vested in or under the control of any local or road authority, and the provisions of the Gasworks Clauses Act, 1871, with reference to testing of gas and to penalties, shall *mutatis mutandis*, apply to such testing of pressure, and two hours' previous notice shall be given to the Company of the time and place at which such testing shall be conducted.

Quality of gas.
Testing place.

46. The prescribed number of candles shall be twenty.

47. Within twelve calendar months from the passing of this Act, a testing place shall be provided upon some part of the works or lands of the Company or within two hundred yards from any part thereof.

Burner.

48. The prescribed burner shall be a number eight Bray's flat flame burner, or some other burner approved by the Board of Trade for this purpose.

49. The Company may take, hold and use patent rights or licenses, or authorities (not being exclusive) under any letters patent, for the use of any invention relative to the manufacture, conversion, utilisation or distribution of gas, and of such materials and residual products as aforesaid, or the filtering and disinfecting of water.

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Power to hold licenses under letters patent.

50. The Company may hold, use, alter, renew, repair, improve, enlarge, and maintain the existing waterworks of the Limited Company, situate in the county of Ayr, and all proper and necessary approaches, roads, dams, embankments, reservoirs, filtering beds, gauges, sluices, culverts, adits, levels, tunnels, channels, wells, weirs, outfalls, pumps, pipes, valves, drains, fences, and other conveniences and appliances necessary or incidental to the maintenance, repair and management of the said works, or any of them.

Powers as to maintenance of existing waterworks.

51. Subject to the provisions of this Act the Company may make and maintain the additional waterworks and other works herein-after described, and works and conveniences connected therewith respectively, so far as the same are shown on the deposited plans and sections, in the lines and according to the levels shown on those plans and sections, and may enter upon, take and use such of the lands and streams delineated on the said plans and described in the deposited book of reference as may be required for any of the purposes which the Company are by this Act authorised to execute. The works herein-before referred to are :—

Power to make additional waterworks.

(1.) A reservoir (herein-after called "Mill Glen Reservoir") to be situate on the stream called Rowanside or Stanley Burn, and adjacent lands, commencing at a point in the said stream one thousand five hundred yards, or thereabouts (measured along its course), from and above the upper or west end of the Whitelees Reservoir, belonging to the Limited Company, and terminating at an embankment to be formed across the said stream at a point one thousand and thirty yards, or thereabouts (measured along the course of the said stream), from and above the said upper or west end of Whitelees Reservoir, which embankment will commence at a point eighty-seven yards, or thereabouts, westward, and will terminate at a point sixty yards, or thereabouts, eastward from the aforesaid point at which the said stream will be crossed by the said intended embankment, which works will be wholly situate in the parish of Ardrossan and county of Ayr ;

(2.) A byewash channel (Conduit No. 1), commencing in the said Rowanside or Stanley Burn at a point one thousand five hundred and twenty yards, or thereabouts (measuring along its course) from and above the aforesaid upper or west end of Whitelees Reservoir, and terminating in the said stream at a

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point nine hundred and eighty yards, or thereabouts (measured along its course), from and above the said upper or west end of said Whitelees Reservoir, and which will be situate in the parish of Ardrossan and county of Ayr;

(3.) A line of pipes (Conduit No. 2), commencing in the intended Mill Glen Reservoir at a point forty-six yards, or thereabouts, north from the point where the embankment of the said intended reservoir will cross the said Rowanside or Stanley Burn, and terminating by a junction with the existing pipes of the Limited Company in Glasgow Street, within the burgh of Ardrossan, which line of pipes will be situate wholly in the parish of Ardrossan, and partly in the burgh of Ardrossan and county of Ayr;

(4.) A byewash channel (Conduit No. 3), commencing at a point in the said Rowanside or Stanley Burn, one hundred yards, or thereabouts, (measured along its course), from and above the aforesaid upper or west end of Whitelees Reservoir, and terminating in the waste weir channel or overflow of the said Whitelees Reservoir, which will be situate in the parish of Ardrossan and county of Ayr;

Together with all necessary and proper embankments, walls, dams, weirs, bridges, roads, approaches, ways, wells, cisterns, tanks, basins, gauges, filter-beds, stand-pipes, sluices, catchwater drains, outlets, outfalls, drains, discharge-pipes, adits, shafts, tunnels, fences, aqueducts, culverts, cuts, channels, conduits, mains, pipes, junctions, valves, engines, buildings, machinery, apparatus and other conveniences in connexion with the said works, or any of them, or necessary or convenient for diverting, impounding, taking, collecting, storing, conducting, distributing and regulating the supply of water for the purposes herein-after mentioned.

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

52. In the construction of the line of pipes (Conduit No. 2), being the work thirdly described in the immediately preceding section of this Act, the following provisions, for the protection of the Glasgow and South Western Railway Company (herein-after called "the railway company"), shall be observed and have effect (that is to say) :—

(1.) The said line of pipes shall, in the option of the railway company and at the expense of the Company, either be carried along the roadway of the bridge which crosses over the railway of the railway company near Stanley, or shall be carried over and across the said railway at that place, at such part and in such manner and by such means as shall be previously approved by the railway company's engineer: Provided that, if required by the railway company's engineer, the Company shall

strengthen the said bridge and wing-walls thereof as may, in the opinion of the said engineer, be reasonably necessary ;

- (2.) All the works of the Company, upon, across, over or adjoining the works or lands of the railway company, or in the opinion of the engineer of the railway company affecting or liable to affect the same, shall be executed according to plans, sections and specifications first approved of by him, and in all respects under his superintendence and to his reasonable satisfaction ; and the pipes to be laid alongside or upon the said bridge shall be made of an extra thickness, and tested by extra pressure in the pipe-maker's yard, to the reasonable satisfaction of the said engineer ;
- (3.) The Company shall not acquire any portion of the lands or property of the railway company, but only the right, servitude or privilege of making and maintaining the said line of pipes, as hereby provided ; and the compensation payable by the Company to the railway company in respect thereof shall, in case of difference, be settled by arbitration, in terms of the Lands Clauses Consolidation (Scotland) Act, 1845 ;
- (4.) Before the Company enter upon or interfere with any property belonging to the railway company, they shall give the railway company one month's notice of their intention to enter upon or interfere with the same ;
- (5.) The said works shall be carried on, completed and maintained at the sole risk of the Company, who shall be liable for all damages which may be occasioned to the railway, or works of the railway company connected therewith or affected thereby, or to the traffic thereon, by or in consequence of the operations of the Company, whensoever such damages may occur ;
- (6.) The said works shall be constructed, and any repairs necessary for their maintenance shall be executed, at such times as may be fixed by the engineer of the railway company, and so that the traffic on the railway company's railway shall not be interrupted ; but in case that traffic shall be interrupted the Company shall pay to the railway company the actual loss and damage which they may sustain or incur by such interruption ; and in default of payment of any such loss and damage, on demand being made on the Company, the railway company may sue for and recover the same, with full expenses against the Company, by action in the court of session, or before the sheriff of the county of Ayr ;
- (7.) If any difference arise between the Company and the railway company as to the true intent and meaning of this section, and the mode of giving effect thereto, the same shall be settled by arbitration, in terms of the Railways Clauses

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Consolidation (Scotland) Act, 1845, with respect to the settlement of disputes by arbitration.

Power to acquire title to lands of "Parkhouse Reservoir."

53. The Company may acquire a title to the following lands delineated on the deposited plans, and described in the deposited book of reference, that is to say, certain lands now occupied by the reservoir known as the "Parkhouse Reservoir," and relative works and pipe therefrom, all situate in the parish of Ardrossan and county of Ayr.

Omission or misstatement in plans or book of reference may be corrected.

54. If there be any omission, misstatement, or erroneous description of any lands or the buildings thereon, or of the owners, lessees or occupiers of any lands or buildings shown on the deposited plans or specified in the deposited book of reference, the Company may, after giving ten days' notice to the owners, lessees and occupiers affected by such proposed correction, apply to the sheriff for the correction thereof; and if it appear to the sheriff that such omission, misstatement or erroneous description arose from accident or mistake, he shall certify the same accordingly, and shall in such certificate state the particulars of the omission, and in what respect any such matter is misstated or erroneously described, and the decision of the sheriff in such matter shall be final.

Certificates to be deposited.

55. The certificate of the sheriff shall be deposited in the office at Kilmarnock of the sheriff clerk of the county, and a duplicate thereof shall be deposited with the session clerk of the parish in which the lands or buildings are situate, in respect to which, or to the owners, lessees or occupiers whereof the omission, misstatement or erroneous description occurred, and such certificate and duplicate shall be kept by such sheriff clerk and session clerk respectively, along with the other documents to which they relate, and thereupon the deposited plans and book of reference shall be deemed to be corrected in accordance with the certificate, and the Company may purchase, take and use, for the purposes of this Act, any lands in accordance with such certificate, as if such omission, misstatement or erroneous description had not been made.

Limits of deviation.

56. The Company, in constructing the waterworks by this Act authorised, may deviate laterally from the lines thereof, as shown on the deposited plans, to the extent of the limits of lateral deviation marked thereon, and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards or five feet downwards: Provided always that none of the said works shall, by means of any such deviation, extend into the lands of any person whose name is not mentioned in the deposited book of reference without his previous consent, unless his name be omitted by mistake, and the fact that the omission proceeded from

mistake be certified, as is by this Act provided in cases of accidental errors in the book of reference: Provided also that the Company shall not, in the exercise of the powers of lateral deviation hereby given, construct any embankment or retaining wall of the reservoir hereby authorised of a greater height above the surface of the ground than that shown on the deposited plans and three feet in addition.

57. For the purposes, and during the execution of the several works which the Company are by this Act authorised to make, and subject to the provisions of this Act, the Company may from time to time alter or stop up, temporarily, any streets, roads, lanes, paths, bridges, passages, sewers, drains, watercourses, gas-pipes, water-pipes, and electric apparatus in any of the lands shown on the deposited plans and specified in the deposited book of reference, which they may from time to time find it expedient for any of those purposes so to interfere with, doing as little damage as the circumstances will permit of, and making full compensation to all persons injuriously affected thereby: Provided that nothing in this section shall extend to authorise any interference with electric apparatus or other property of Her Majesty's Postmaster-General: and provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Act, 1882, to which the provisions of section 15 of the said Act apply.

Power to alter roads, &c., temporarily.

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

Period for compulsory purchase of lands.

59. The Company may for the purposes of their undertaking purchase, take, feu and hold (by agreement but not otherwise), in addition to the lands delineated on the deposited plans and described in the deposited book of reference, and the lands described in the First Schedule to this Act, any lands and heritages, not exceeding in the whole ten acres, which the Company may from time to time require for the purposes of their works and undertaking, or any part of the same, but no buildings shall be erected on any such lands except such as are required for the purposes of the gas or water undertaking of the Company.

Power to purchase lands by agreement.

60. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or dispose of lands, may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any servitude, right or privilege in, over or affecting any lands (not being a servitude, right or privilege

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

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of water) required for the purposes of this Act, in, over or affecting any such lands, and the provisions of the last-mentioned Acts, with respect to lands and annual feu duties or ground annuals, as far as the same are applicable in this behalf, shall extend and apply to such grants or to such servitudes, rights or privileges as aforesaid.

Period for completion of works.

61. If the waterworks shown on the deposited plans, and authorised by this Act, are not completed within seven years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but nothing herein contained shall restrict the Company, subject to the provisions of this Act, from extending, enlarging, altering or removing any of their engines, machinery, mains or pipes, from time to time as occasion requires, for supplying water within the limits in that behalf of this Act.

Compensation water.

62. The Company shall, as soon as the waterworks authorised by this Act are completed so far as to be able to afford the supply of compensation water herein-after mentioned, maintain a regular and continuous flow of water of not less than one hundred thousand gallons in every day of twenty-four hours in the said Rowanside or Stanley Burn, between Mill Glen Reservoir and Whitelees Reservoir, which quantity of water shall be deemed to be full compensation to all owners, millowners and other persons interested in the waters flowing down the said burn for the water intercepted and appropriated for the purposes of this Act.

Confirming agreement between Company and Earl of Eglinton.

63. The agreement entered into between the Company and the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, contained in the Second Schedule to this Act, is hereby confirmed, and shall be binding on the parties thereto.

Confirming agreement between Company and Hugh Ferry Weir.

64. The agreement entered into between the Company and Hugh Ferry Weir, contained in the Third Schedule to this Act, is hereby confirmed, and shall be binding on the parties thereto: Provided always that each of the transactions contemplated by the agreements in the Second and Third Schedules to this Act shall be evidenced by deeds duly stamped, and wherein the consideration shall be truly stated.

Restriction on displacing persons of labouring class.

65. The Company shall not, under the powers of this Act, without the consent of the Secretary for Scotland, purchase or acquire, in any district within the meaning of the Public Health Act, ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were wholly or partially

occupied by persons belonging to the labouring class as tenants or lodgers. A.D. 1886.

The expression "labouring class" 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.

66. The Company may from time to time lease, for any term not exceeding seven years in possession, and also, either before or after making any lease thereof, absolutely sell and dispose of to such persons, and in such manner as the Company think fit, any lands, houses and property for the time being belonging to the Company, which they do not require for the purposes of their undertaking (subject nevertheless to the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, with respect to the sale of superfluous lands), and on the lease or sale by the Company of any such lands, houses and property, they may reserve to themselves all or any part of the water or water rights or other servitudes or easements belonging thereto, and may make the lease or sale subject to such reservations accordingly, and may also make any such lease or sale subject to such other reservations, special conditions, restrictions, and provisions, with respect to use of water, exercise of noxious trades, or discharge or deposit of manure, sewage, or other impure matter, as they think fit. Company may lease, &c., spare lands of undertaking, Reservation of water rights, &c., on sale.

67. Water supplied under this Act need not be constantly laid on under pressure, or be supplied in any case at a level above that at which water can be supplied by gravitation from the reservoir from which the supply is given. Constant pressure, &c. not required.

68. The Company shall, at the request of the owner or occupier of any dwelling-house in any street in which any pipe of the Company shall be laid, furnish to such owner or occupier a sufficient supply of water for domestic use, at a rate not exceeding six pounds five shillings per centum per annum upon the rent or annual value of such dwelling-house or part of a dwelling-house, as appearing from the valuation roll for the time made up in terms of the Act 17 & 18 Victoria, cap. 91, or any Act amending the same: Provided that the Company shall not be compellable to afford a supply as aforesaid to any such owner or occupier unless he shall agree to take such supply for a period of not less than twelve months, nor be compellable to supply water to the occupier of any part of a dwelling-house or for any premises occupied with a dwelling-house Rate at which water is to be supplied for domestic purposes.

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Owners of houses not exceeding ten pounds rent to be liable to water rates.

69. The owners of all dwelling-houses, or parts of dwelling-houses occupied as separate tenements, the rental of which houses or tenements shall not exceed the sum of ten pounds, shall be liable to the payment of rates instead of the occupiers thereof, and the powers and provisions contained in this Act and the Acts incorporated herewith, for the recovery of rates or rents from occupiers, shall be construed to apply to the owners of such houses and tenements, and the person receiving the rents of any such house or tenement as aforesaid from the occupier thereof, on his own account, or as agent or factor for any person interested therein, shall, for this purpose, be deemed the owner of such house or tenement, and such owner shall, on payment of the said water rates, be entitled to a deduction therefrom of ten per cent. in respect of the cost of collection.

When several houses supplied by one pipe, each to pay.

70. When several houses or parts of houses in the separate occupation of several persons are supplied by one common pipe, the several owners or occupiers of such houses or parts of houses shall be liable to the payment of the same rates for the supply of water as they would have been liable to if each of such several houses or parts of houses had been supplied with water from the works of the Company by a separate pipe.

For preventing fouling water.

71. Provided always that the Company shall not be compelled to supply with water any water-closet, or any private fixed bath or cistern, or other receptacle for water, or the apparatus or pipes connected therewith respectively, unless the same be so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor any bath which shall be capable of containing, when filled for use, more than fifty gallons of water.

Supply of gas or water for trading, &c. purposes.

72. The Company may supply any corporation, body or person with gas or water for trading or manufacturing purposes, or for any purposes other than domestic purposes, at such rates or other remuneration, and on such terms and conditions as may be agreed on between them and the corporation, body or person supplied.

Rent for gas or water may be ascertained by meter.

73. The Company and any corporation, body or person desirous of having a supply of gas or water may agree that the rate or remuneration for such supply shall be determined by the quantity of gas or water consumed, to be ascertained by a meter to be

provided or approved by the Company, and may agree on the amount of such rate or remuneration. A.D. 1886.

74. The Company may from time to time sell and dispose of gas or water meters, or let meters on hire, upon and subject to such terms (pecuniary or otherwise) and conditions as the Company think fit. Power to sell or let meters.

75. If any person is required by the Company to give to them security for the payment of the price or rent of a meter the Company shall pay interest after the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands. Company to pay interest on money deposited as security for gas meter, &c.

76. Subject to the provisions of this Act the Company may from time to time enter into and carry into effect such contracts and arrangements with any police commissioners, local authority, railway company, and any corporation, bodies, or persons, with respect to the supply of gas or water, or either of them, in bulk, for public, sanitary, trading, shipping, manufacturing or other purposes, as the Company think fit, and every such contract and arrangement may be for such period on such terms (pecuniary or otherwise) and conditions as the Company think fit; but with regard to water so supplied, the charge for the same shall not exceed sixpence per one thousand gallons, and they may from time to time, by agreement, vary, suspend or rescind any such contracts or arrangements, and make others in lieu thereof or in addition thereto. Power to Company to agree for supplies of gas or water in bulk.

77. Notwithstanding anything in this Act contained, the Company shall not supply water, in bulk or otherwise, to any corporation, body, or person beyond the limits of this Act, nor within those limits, for other than domestic purposes, if and so long as in either case the affording such supply would prevent the Company from giving a full and efficient supply for domestic purposes within the limits of this Act. Domestic supply, within limits of Act, not to be interfered with by supply for other purposes.

78. In all cases in which the Company are by this Act authorised to cut off the pipe or to turn off gas or water from any premises, the Company, their agents and workmen (after giving notice to the owner or occupier, as herein-after provided), may (without prejudice to any other remedy) enter into such premises, at all reasonable hours, for the purpose of cutting off any pipe by which the gas or water of the Company shall be supplied to such premises. Entry on premises to cut off supply in certain cases.

79. Any notice to be given by the Company previously to entry on any premises authorised by this Act shall be in writing, under Mode of giving notice.

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If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof twenty-four hours at least previously to such entry ;

If such premises be unoccupied, and the owner thereof and his usual place of abode be in Scotland and be known to the Company, then by delivering the notice to such owner, or by leaving the same at his usual place of abode twenty-four hours, or by sending the same by post in a registered letter addressed to him at his usual place of abode and posted forty-eight hours, at least previously to such entry ;

If such premises be unoccupied, and the owner thereof or his usual place of abode be not in Scotland, or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry :

And for the purposes of this section any person receiving the rents of any such premises, either on his own account, or as agent for any other person, shall be deemed the owner of such premises.

Service
pipes.

80. All fittings connected with any service gas or water pipe, to communicate with the mains and pipes of the Company, which shall be provided by any person, shall be placed and removed under the superintendence of the Company, and at the expense of such person.

Power to
remove
meters and
fittings.

81. The Company, after twenty-four hours' notice in writing, under the hand of the secretary or some other officer of the Company, to the occupier, or if there is no occupier, then to the owner or lessee, or to the agent of the owner or lessee of any building or lands in which any pipe, meter or fitting belonging to the Company is laid or fixed, and through or in which the supply of gas or water is from any cause other than the default of the Company discontinued for not less than twenty-four consecutive hours, may enter such building or lands, at all reasonable times, for the purpose of removing and may remove every such pipe, meter and fitting, repairing all damages caused by such entry or removal.

Notice to
Company of
putting up
meters, &c.

82. Before any person connects or disconnects any meter through which any of the gas or water of the Company is intended to be or has been registered, he shall give not less than twenty-four hours' notice in writing to the Company of his intention to do so, and any person offending against this enactment shall, for every such offence, be liable to a penalty not exceeding forty shillings.

83. Every consumer of gas or water of the Company shall at all times, at his own expense, keep all meters belonging to him, whereby any gas or water of the Company is registered, in proper order for correctly registering the same, in default whereof the Company may cease to supply gas or water through such meters; and the Company shall at all reasonable times have access to and be at liberty to take off, remove, test, inspect and replace any meter belonging to a consumer, such taking off, removal, testing and inspecting and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer.

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Repair of
meters.

84. The register of the meter, when in perfect working order, shall be *primâ facie* evidence of the quantity of gas or water consumed by any customer of the Company in respect of which any gas or water rate or rent is charged and sought to be recovered by the Company.

Register of
meter to be
primâ facie
evidence.

85. If any person wilfully, fraudulently, or by culpable negligence, injures, or suffers to be injured, any gas or water pipe, meter or fitting belonging to the Company, or fraudulently alters the index to any meter, or fraudulently prevents any such index from duly registering the quantity of gas or water supplied, he shall (without prejudice to any other right or remedy for the protection of the Company, or the punishment of the offender), for every such offence, be liable to a penalty not exceeding five pounds, and the Company may in addition thereto recover the amount of any damages sustained by them, and the Company may also discontinue the supply of gas or water to the person so offending, until the injury is remedied, and the amount of the damages is paid, notwithstanding any contract previously existing; and the existence of artificial means for causing such alteration or prevention, when such pipe, meter or fitting is under the custody or control of the consumer, shall be *primâ facie* evidence that the same has been fraudulently caused by the customer using such pipe, meter or fitting: Provided always that the Company shall not discontinue the supply of water until the consumer has had three days' notice of the intention to discontinue the supply, and notwithstanding such notice he shall have refused or neglected to remedy the injury.

Fraudulently
injuring
meters, &c.

86. If and whenever any person supplied with gas or water under this Act wilfully does, or causes or suffers to be done anything in contravention of any of the provisions of this Act, the Company may recover, in any court of competent jurisdiction, from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Company under this enactment shall be in addition to their other remedies in such cases.

For prevent-
ing frauds
and waste of
water.

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Power for
Company to
supply
materials,
&c.

87. The Company may, if requested by any person supplied or about to be supplied by them with gas or water, furnish to him, and from time to time repair or alter any meters, pipes, valves, cocks, baths, soil-pans, water-closets, apparatus and receptacles, and may provide all materials, and do all work necessary or proper in that behalf, and the cost of providing such materials and executing such work shall be paid by the person requiring the same, and shall be recoverable from such person in the same manner as the gas or water rates or rents.

Incoming
tenant not
liable for
arrears.

88. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of gas or water rates, or rent, or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Company not
bound to
supply
several
houses by
one pipe.

89. The Company shall not be bound to supply more than one house by means of the same pipe, but they may, if they think fit, require that a separate pipe be laid into each house supplied by them with gas or water.

Supply of
water in
courts,
passages, &c.

90. With respect to cases where a group or number of dwelling-houses are situate in a court or passage, or otherwise in contiguity with or in close neighbourhood to one another, the following provisions with regard to water supply shall have effect (that is to say) :—

- (1.) If at any time it appears to the Company that a supply of water cannot be well and effectually provided by the Company for any such group or number of dwelling-houses, except by means of a stand-pipe or other apparatus placed outside the dwelling-houses, the Company may from time to time supply such group or number of dwelling-houses by means of a stand-pipe or other apparatus as aforesaid ;
- (2.) The expense of providing such stand-pipe or other apparatus shall be borne by the owner of the dwelling-houses, or, if there is more than one owner, then by the respective owners in such proportion as may be agreed, or, failing agreement, in the proportion of their respective rentals, in the group of dwelling-houses, as shown by the valuation roll ;
- (3.) If the requisite stand-pipe or other apparatus is provided, and is in accordance with the regulations of the Company, then the Company shall give to those dwelling-houses a supply accordingly, by means of the stand-pipe or other apparatus so provided, and on giving such supply shall be entitled to receive and recover water rates or rents from the owners or occupiers of such dwelling-houses, as if the supply had been given to or taken by such owners or occupiers under the

provisions of this Act, and the Acts incorporated herewith, in respect of the respective dwelling-houses separately, but not exceeding (for each such dwelling-house of the annual value of ten pounds or less) six pounds five shillings per centum per annum on such rental.

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91. If any person refuses or fails to pay any gas or water rent, meter rent, rate, penalties, damages, costs, expenses, or other sum due to or recoverable by the Company under this Act, the same may be recovered by the Company with costs in any court of competent jurisdiction, and their remedy under the present section shall be in addition to their other remedies for the recovery thereof.

Recovery of sums due.

92. A notice to the Company, from a consumer, for the discontinuance of a supply of gas or water shall not be of any effect unless it be in writing, and be left at the principal office, for the time being, of the Company.

Notice of discontinuance.

93. Penalties imposed for one and the same offence by several Acts of Parliament shall not be cumulative, and for this purpose this Act, and any Act incorporated wholly or in part with this Act, shall be deemed several Acts.

Penalties not cumulative.

94. The agreement entered into between the Limited Company and John Hogarth, David Ireland Mack and Alexander Fullerton, on behalf of that company and on behalf of the Company of the first part, and the Commissioners of the second part, as set forth in the Fourth Schedule to this Act, is hereby confirmed and made part of this Act, and binding on the Company and the Commissioners respectively, and may and shall be carried into effect according to the true intent and meaning thereof: Provided always, that within three months from the date of transfer, the Commissioners shall produce the deed or conveyance, duly stamped, to the Commissioners of Inland Revenue, and in default of such production, the stamp duty, with interest thereon, at the rate of five pounds per centum per annum, from the date of transfer, shall be recoverable from the Commissioners with full costs of suit, and all costs and charges attending the same.

Confirming agreement between Company and Police Commissioners.

95. On the execution and delivery by the Company to the Commissioners of the deed or conveyance aforesaid, the undertaking shall, subject to the provisions of this Act, and subject also, except as between the Company and the Commissioners, to all obligations, contracts, debts and liabilities affecting the same, vest in the Commissioners, and thereupon all the rights, powers, authorities, duties, obligations, and privileges of the Company in relation to the undertaking under this Act shall be, by virtue of and subject to the provisions of this Act, transferred to and vested in and imposed

Application of Company's Act to Commissioners.

A.D. 1886. — upon the Commissioners, in so far as they are applicable to the Commissioners, and this Act shall be read and have effect as if the Commissioners were therein named instead of the Company, subject to the following exceptions and provisions:—

- (1.) The provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, and the Companies Clauses Act, 1863, incorporated with this Act, shall not apply to the Commissioners;
- (2.) The provisions of the Waterworks Clauses Act, 1847, incorporated with this Act, with respect to the amount of profit to be received by the undertakers where the waterworks are carried on for their benefit, and the provisions of the Gasworks Clauses Act, 1847, incorporated with this Act with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit, shall not apply to the Commissioners;
- (3.) The provisions of this Act, and of the Acts incorporated herewith, relating to the constitution, or capital, or the dividends, or the application of the profits of the Company, shall not apply to the Commissioners.

Subject to the provisions of this Act, nothing contained in this Act shall prejudice or affect the rights, powers and privileges of the Commissioners under the Police Act, or as local authority under the Public Health Act, or under the Burghs Gas Supply (Scotland) Act, 1876.

Commis-
sioners to
fix rates for
gas.

96. After the transfer to them of the undertaking, the Commissioners shall from time to time fix the price to be paid for gas to be supplied during any succeeding year or half-year, and until such price be altered by the Commissioners the price so fixed shall remain in force: Provided that the price shall not exceed the maximum price prescribed by this Act, and subject thereto shall be such as will, as nearly as can be estimated, raise sufficient income for the management and maintenance of the gas undertaking, and to discharge all the costs and expenses of and incident to the manufacture and distribution of the gas made, together with all feu duties, ground annuals and other annual payments or burdens in respect of the gas undertaking, and the interest on all money borrowed in respect of the gasworks, and to provide the sinking fund or the yearly or half-yearly instalments required by this Act, and to provide for a depreciation and renewal fund sufficient to maintain the works in perpetuity, and for all charges incident to the occupation of such works: Provided also that the prices charged shall be the same to all consumers under like circumstances, and the revenue of the gas undertaking shall be credited with an amount for the gas consumed

[49 & 50 VICT.] *Ardrossan Gas and Water Act*, 1886. [Ch. xcvi.]

for public purposes, calculated at the rates charged to private consumers, which amount shall be a charge upon the rates leviable for public lighting. A.D. 1886.

97. The Commissioners, from time to time, under the authority of this Act, in addition to any moneys they have borrowed, or are authorised to borrow, either under the Police Act, or the Public Health Act, or under any other Act, may borrow at interest, on security of the water rates or assessments, gas rents, and other revenue of the Commissioners, arising from the undertaking when transferred to them, such sum or sums as shall be necessary for the purposes of this Act, including therein the costs, charges and expenses payable by the Commissioners under this Act and under the said agreement set forth in the Fourth Schedule to this Act: Provided always that the Commissioners may, if they think fit, borrow such sum or sums as may be required for and in relation to the waterworks purposes, and a moiety of the said costs, charges and expenses, on security of the water rates or assessments leviable by them in respect of the water undertaking, and such sum or sums as may be required for and in relation to the gasworks purposes, and a moiety of the said costs, charges and expenses, on security of the gas rents and the revenue of the Commissioners leviable by them or arising from the gas undertaking. Power to Commissioners to borrow.

98. The Commissioners may accept and take from any bank or banking company credit on a cash account, to be opened and kept with such bank or banking company, in name of the Commissioners, according to the usage of bankers in Scotland, to the extent required as aforesaid, and may, after such transfer as aforesaid, grant mortgages of the several water rates or assessments, gas rents and other revenue of the Commissioners aforesaid, in security of the payment of the amount of such credit, or of the sums advanced from time to time on such cash account, with interest thereon. Power to borrow on cash account.

99. Every mortgage to be granted by the Commissioners shall be by deed, duly stamped, in which the consideration shall be truly stated, and may be in the form contained in the Fifth Schedule to this Act, or to the like effect, with such modifications thereof as render the same applicable to the special purpose for which the money is borrowed; and every mortgage granted by the Commissioners under this Act shall, in accordance with the purposes of this Act for which the money thereby secured is borrowed, be distinguished on the face thereof as being either a "Waterworks Undertaking Mortgage," or a "Gasworks Undertaking Mortgage," or as a "Waterworks and Gasworks Undertaking Mortgage." Form of mortgage.

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Manner
in which
mortgages
and orders
and bank
account to
be signed and
executed.

100. Every mortgage to be granted by the Commissioners for money borrowed may be partly in writing and partly printed, and shall be signed by any two of the Commissioners and their treasurer; and all drafts or orders on the cash account before mentioned shall be signed by any two of the Commissioners authorised so to do and by their treasurer: Provided always, that no Commissioner nor the treasurer shall, by his subscription to any such mortgage, draft or order, be or be held to have rendered himself individually or personally liable for the payment of any money so borrowed, drawn or received, or any interest thereon, or of any sums whatsoever in respect thereof.

Power to
re-borrow.

101. If the Commissioners pay off any part of any money borrowed by them under the powers of this Act otherwise than by instalments, or by means of a sinking fund, or out of the proceeds of the sale of surplus lands, or other moneys received on capital account other than borrowed money they may re-borrow the same, and so from time to time: Provided that all moneys so re-borrowed shall be repaid within the period prescribed for the repayment of the moneys in lieu of which such re-borrowing has been made, and any amounts from time to time re-borrowed shall be deemed to form the same loan as the moneys in lieu of which such re-borrowing has been made, and the obligations of the Commissioners with respect to the repayment of such moneys by yearly or half-yearly instalments, or by means of a sinking fund, shall not be in any way affected by such re-borrowing.

Time for
which money
may be
borrowed.

102. All moneys borrowed or re-borrowed by the Commissioners under the authority of this Act may be borrowed and re-borrowed for any term not exceeding fifty years, and as regards money borrowed or re-borrowed for paying the costs of this Act within fifteen years from the date of the first borrowing of the same, and the Commissioners shall pay off, within the term aforesaid, all money borrowed by them under this Act, either by half-yearly or yearly instalments, or by means of a sinking fund, from time to time set apart and invested in securities authorised by law for investment by trustees, and with the produce and accumulations thereof applied in that behalf: Provided that, whenever any mortgages granted under the authority of this Act shall have been paid off or redeemed out of such sinking fund, the Commissioners shall thenceforward, in each year, until the whole of such borrowed moneys shall have been paid off and redeemed, pay into the sinking fund and accumulate a further sum equal to the interest which would have been payable on such mortgages if the same had not been paid off or redeemed: Provided also, that in the event of the Commissioners being able

to borrow money on more favourable terms by obliging themselves to repay the principal moneys within any shorter term than fifty years or fifteen years respectively, they shall have power to do so, anything to the contrary herein notwithstanding.

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103. A person lending money to the Commissioners shall not be bound to inquire as to the observance by them of any provision of this Act, or be bound to see to the application, or be answerable for any loss, misapplication or non-application of such money, or of any part thereof.

Protection of lender from inquiry.

104. Any person entitled to any mortgage granted by the Commissioners under the authority of this Act may discharge the same, and his right and interest therein, in favour of the Commissioners, and every such discharge may be written, or partly written and partly printed, on the mortgage, and may be, according to the form contained in the Sixth Schedule to this Act, or to the like effect, and such discharge, when signed by the person entitled to such mortgage and duly stamped, shall be valid and effectual to all intents and purposes.

Discharge of mortgages.

105. All moneys borrowed by the Commissioners under this Act shall be applied only to purposes to which capital is properly applicable.

Application of moneys borrowed.

106. The Commissioners shall keep separate and distinct accounts of the several matters herein-after mentioned, that is to say:—

Separate accounts to be kept as to waterworks and gasworks, &c.

The Commissioners shall keep separate and distinct accounts, to be called respectively "the Waterworks Account" and "the Gasworks Account," of their receipts, credits, payments and liabilities in relation to the execution of this Act, with respect to the water and gas respectively, and for and on account of the water rates or assessments levied and charges for water supplied under this Act, and for and on account of the gas rents and charges for gas supplied under this Act, and those receipts and credits shall form their waterworks fund and gasworks fund respectively.

107. The water and gas undertaking respectively by this Act authorised to be acquired by the Commissioners, and the several rates, rents, assessments and charges authorised to be levied and taken by the Commissioners under the authority of this Act, shall be each separately and severally liable only for debts and obligations contracted in reference to each of the respective matters or purposes of this Act to which they respectively and particularly relate, and no further or otherwise.

Extent of liability of Commissioners' property, rates, &c., under each head.

108. All moneys received by the Commissioners under the powers of this Act for the supply of water or gas, and all other

Application of water and gas revenue

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of Commis-
sioners.

receipts and credits on account of revenue of the waterworks and gasworks of the Commissioners, shall be applied as follows:—

1. As regards money received on account of water—

First. In payment of the expenses properly chargeable to revenue of conducting, managing and maintaining the waterworks and otherwise carrying on the water undertaking of the Commissioners, and in payment of any feu duties or ground annuals, and other annual payments or burdens in respect of the water undertaking;

Secondly. In payment of the interest upon money borrowed by the Commissioners on the security of the water undertaking;

Thirdly. In from time to time providing the instalments, or setting apart and appropriating the sinking fund required by this Act for paying off mortgages granted by the Commissioners under the provisions of this Act, as and when each such instalment or such sinking fund is required to be provided or set apart and appropriated;

Fourthly. In carrying the powers and provisions of this Act into execution with reference to water, and in extending, enlarging and improving the waterworks;

Fifthly. The surplus (if any) from time to time shall be so applied as to facilitate the reduction of the water rate or assessment.

2. As regards moneys received on account of gas—

First. In payment of the expenses of managing and maintaining the gasworks and otherwise carrying on the gas undertaking of the Commissioners, and in payment of any feu duties or ground annuals, and other annual payments or burdens in respect of the gas undertaking;

Secondly. In payment of the interest upon money borrowed by the Commissioners on the security of the gas undertaking;

Thirdly. In from time to time providing the instalments, or setting apart and appropriating the sinking fund required by this Act for paying off mortgages granted by the Commissioners under the provisions of this Act, as and when each such instalment or such sinking fund is required to be provided or set apart and appropriated;

Fourthly. In carrying the powers and provisions of this Act into execution with reference to gas, and in extending, enlarging and improving the gasworks;

Fifthly. The surplus (if any) from time to time shall be applied in reduction of the price of gas.

109. In the event of the Commissioners supplying water beyond the burgh to and within the jurisdiction of any other local authority, as defined by the Public Health Act, they shall be bound, if and when such local authority shall themselves resolve to supply and shall supply water to and within the jurisdiction of such local authority, to sell to such local authority any pipes or other plant or apparatus of the Commissioners used for the supply of water within the jurisdiction of such local authority, and that for such price as may be agreed, or failing agreement, as may be fixed by arbitration under the Lands Clauses Consolidation (Scotland) Act, 1845.

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Sale of portions of waterworks undertaking.

110. On the sale and transfer of the whole undertaking of the Company the Company shall hold the purchase-money when paid, and all other money for the time being belonging to them, in trust to pay and discharge thereout all their debts and liabilities, and to distribute the residue among the shareholders of the Company, their executors, administrators or assigns, rateably and in proportion to their respective shares and interests in the Company, and the directors of the Company may exercise all powers necessary for paying and discharging those debts and liabilities, and distributing the assets and winding up the affairs of the Company.

Application of purchase-money.

111. The persons who appear in the books of the Company to be proprietors of shares in the capital of the Company shall, unless the contrary is proved to the satisfaction of the directors thereof, be considered to be shareholders thereof for the purposes of the distribution of the Company's assets.

Company's books evidence as to shareholders.

112. The receipt of the executors or administrators of a shareholder in the Company shall be an effectual discharge to the Company, and to the directors thereof, for so much money as is therein expressed to be received, and shall exonerate them from any obligation affecting the shares in respect of which such money is paid.

Receipts of executors of shareholders to be discharges.

113. Where the directors are for twelve months after the sale and transfer of the undertaking, in terms of this Act, unable, after diligent inquiry, to ascertain the person to whom any part of the purchase-money is payable, or where any part thereof is payable to a person by or on behalf of whom an effectual receipt cannot be given, the directors shall pay the same into the Bank of Scotland, therein to remain until uplifted by an order of the court of session on the application of any person having interest so to apply.

Unclaimed purchase-money to be paid into bank, subject to order of Court.

114. From and after the date of the transfer to and vesting in the Commissioners of the undertaking, in terms of this Act, the Company shall cease to manufacture, provide, sell and supply gas

Company to be dissolved.

[Ch. xcvi.] *Ardrossan Gas and Water Act, 1886.* [49 & 50 VICT.]

A.D. 1886. — and water, and residual and other products arising in the manufacture of gas, and shall subsist only for the purpose of discharging their debts and liabilities, and distributing their assets in manner aforesaid, and on their affairs being wound up the Company shall be by virtue of this Act dissolved.

Costs of Act. **115.** All costs, charges, and expenses of the Company, of and incidental to the preparing for, and of the Company and of the Commissioners, of and incidental to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Commissioners out of the moneys raised and received by them under the authority of the Police Act, the Public Health Act, and this Act.

SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

Certain lands and buildings belonging to and in the occupation of the Limited Company (forming the existing gasworks of the Limited Company), containing one rood eight poles, or thereabouts, situated within the burgh of Ardrossan and county of Ayr, bounded as follows:—On the north-west, by Glasgow Street of Ardrossan; on the north-east, by the property or reputed property of David Wilson, blacksmith, Ardrossan; on the south-east, by the property or reputed property of the Earl of Eglinton and Winton; and on the south-west, by the property or reputed property sometime of John Henry, joiner, West Kilbride.

THE SECOND SCHEDULE.

MINUTE OF AGREEMENT between the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, heir of entail in possession of the entailed estates of Eglinton, Ardrossan and others, on the first part; and John Hogarth, Ardrossan; David Ireland Mack, Ardrossan; and Alexander Fullerton, Crossflat, Paisley, the promoters for and on behalf of the Ardrossan Gas and Water Company, Limited, of a Bill in Parliament for “Dissolving the Ardrossan Gas and Water Company, Limited, and re-incorporating the members thereof with others; and for enabling them to make and maintain additional waterworks, and to supply gas and water within places in the parishes of Ardrossan and Stevenston, in the county of Ayr; and for other purposes,” on the second part.

WHEREAS by feu contract, dated sixth June and third and eleventh July, one thousand eight hundred and sixty, entered into under authority of the Court of Session, between the late Archibald William Montgomerie, Earl of Eglinton and Winton, father of the first party, and the then company of proprietors of the Ardrossan Waterworks, the said proprietors acquired certain rights of property in the lands and waters therein specified and described on the terms and conditions and for payment of the annual feu duties and others therein mentioned: And whereas the said Ardrossan Gas and Water Company, Limited, are now in right of the subjects and others contained in the said feu contract: And whereas the foresaid company of proprietors of the Ardrossan Waterworks subsequently negotiated with the first party for possession of certain additional lands, part of the said entailed estates, in the neighbourhood of their then

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existing waterworks, for the purpose of forming an additional reservoir, and which reservoir is now known as the "Parkhouse" Reservoir: And whereas the said negotiations resulted in the said Company obtaining possession of the said additional lands for payment of a rent or tack duty of forty-nine pounds twelve shillings per annum, which has been regularly paid up to the present time: And whereas the said Ardrossan Gas and Water Company, Limited, are now applying to Parliament as aforesaid for a Bill to dissolve the said Company, and for its re-incorporation as a parliamentary company; and also, *inter alia*, for the further purpose of enlarging their waterworks and water supply: And whereas additional land, part of the said entailed estates, belonging to the first party, will be required for the purpose of enlarging the said waterworks, and which land has been scheduled to be taken under the compulsory powers of the said Bill: And whereas the said Parkhouse Reservoir has also been scheduled as land to be taken under such compulsory powers: Therefore the said parties hereto have agreed and hereby agree as follows, videlicet:—

First.—The Company to be incorporated by the Bill shall continue to hold the lands and water rights conveyed by the aforesaid feu contract under that title, for payment of the annual feu duty and duplications thereof in lieu of casualties of superiority therein stipulated, and under the other conditions and stipulations therein contained, subject to such exceptions as are herein after made.

Second.—The compensation or price for the aforesaid land called the Parkhouse Reservoir and pertinents, which is intended to be taken under the compulsory powers of the Bill, shall be an annual feu duty of forty-nine pounds twelve shillings, being at the rate of four pounds per acre, with a duplication thereof in lieu of casualties of superiority, payable at the term of Whitsunday, one thousand eight hundred and eighty-eight, and a similar duplication at the expiry of every period of twenty years from and after the said last-mentioned term; and a feu contract shall be executed by the first party in favour of the Company so to be incorporated, in similar terms to the feu contract granted in one thousand eight hundred and sixty, and herein-before referred to.

Third.—The compensation or price of the additional land or way-leave required by the Company for the extension of their waterworks shall be an annual feu duty and duplication thereof, payable at the expiry of every period of twenty years in lieu of casualties of superiority, all to be fixed and calculated under and in terms of the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, and subsequent Acts amending the same, and the title thereto shall be constituted by a feu contract, to be entered into in similar terms to those contained in the foresaid feu contract granted in one thousand eight hundred and sixty.

Fourth.—The Company shall obtain the necessary authority from Parliament to enable the first party to grant a feudal title (1) to the Parkhouse Reservoir, and relative works and pipe therefrom to Saltcoats, at the rate of feu duty and relative duplication thereof in lieu of casualties of superiority, specified in article second of this agreement; and (2) to the additional land or way-leave referred to in the immediately preceding article, at a feu duty and duplication thereof to be fixed and calculated as therein provided,

Fifth.—The Company shall supply water to the harbour of Ardrossan, belonging in property to the first party, at the following rates, namely:— A.D. 1886.

- (1.) For a supply of water for all dwelling-houses within the limits of the harbour, as defined by the Ardrossan Harbour Consolidation Act, 1864, the domestic rate payable within the burgh of Ardrossan for domestic water supply for the time being;
- (2.) For special supply within the limits of the harbour, including steam cranes and workshops, the property of the first party, a rate not exceeding the rate to be charged for similar supplies within the limits of the Act;
- (3.) For vessels, the rates contained in the aforesaid feu contract, entered into in one thousand eight hundred and sixty, and subject to the provisions therein contained with reference to such rates.

Sixth.—The Company shall maintain a continuous and uniform flow of not less than one hundred thousand gallons of water, every day of twenty-four hours, in the stream between Mill Glen Reservoir and Whitelees Reservoir, which flow of water shall be held to meet the obligations imposed and reserved in the aforesaid feu contract of one thousand eight hundred and sixty, as to water to be supplied to the lands and for the purposes mentioned in the said feu contract; and the Company shall be freed from any such obligations, imposed and reserved in said feu contract in favour of the first party, with respect to the use and control of and power over the said stream and the waters thereof, by himself or his tenants, in the lands mentioned in said feu contract, the Company being bound to maintain the drinking places for cattle on the lands of Whitelees, provided for in the said feu contract

Seventh.—In the event of the Company selling their undertaking, the same shall be sold subject to this agreement, and the whole conditions and others therein specified or referred to, and not otherwise.

Eighth.—The rights of the first party, except in so far as the same are affected by these presents, are reserved, and shall not suffer prejudice.

Ninth.—The Company shall be bound to relieve the first party of all claims, at the instance of his agricultural tenants, and others, or of Hugh Ferry Weir of Kirkhall, for any loss and damage which they may sustain by or through the operations of the Company.

Tenth.—This Agreement is made subject to the passing of the Act before mentioned, and subject also to the approval of Parliament, and the same shall be scheduled to the Act. IN WITNESS WHEREOF these presents are sealed with the common seal of the said Ardrossan Gas and Water Company, Limited, and subscribed in duplicate on behalf of the said Company by the said John Hogarth, David Ireland Mack and Alexander Fullerton, all directors, and by John Adams, secretary thereof, as follows, videlicet, by the said John Hogarth, David Ireland Mack and John Adams, all at Ardrossan, upon the twenty-fifth day of February, eighteen hundred and eighty-six, before these witnesses, John Crawford and John Ballantine, both clerks to James Cook, solicitor, Ardrossan, and subscribed by the said Alexander Fullerton, at Rothesay, on the twenty-sixth day of said month and year last mentioned, before these witnesses, George Donald, of Albany Street, Leith, and Thomas Gentles, of Abbey

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Manse, Paisley, both then residing at Rothesay; and by the said Earl of Eglinton and Winton, at Algiers, on the ninth day of March and year last mentioned, before these witnesses, George Beckett Batten, physician, and Arthur John Mills, domestic servant, both to the said earl.

GEORGE BECKETT BATTEN, witness.

ARTHUR JOHN MILLS, witness.

JOHN BALLANTINE, witness.

JOHN CRAWFORD, witness.

GEORGE DONALD, witness.

THOMAS GENTLES, witness.

EGLINTON and WINTON.

JOHN HOGARTH.

D. I. MACK.

ALEX. FULLERTON.

JOHN ADAMS, Secretary.

Seal.

THE THIRD SCHEDULE.

MINUTE OF AGREEMENT between Hugh Ferry Weir, Esquire, of Kirkhall, of the first part; and John Hogarth, Ardrossan; David Ireland Mack, Ardrossan; and Alexander Fullerton, Crossflat, Paisley, the promoters, for and on behalf of the Limited Company after mentioned, of a Bill in Parliament, which Bill, as deposited, is intituled "A Bill for dissolving
" the Ardrossan Gas and Water Company, Limited, and re-
" incorporating the members thereof with others; and for
" enabling them to make and maintain additional waterworks,
" and to supply gas and water within places in the parishes of
" Ardrossan and Stevenston, in the county of Ayr; and for
" other purposes," of the second part.

WHEREAS by Minute of Agreement entered into between the first party and Charles Dalrymple Gairdner, Esquire, as Commissioner for the Earl of Eglinton and Winton, certain arrangements were made to facilitate the formation, by the then company of proprietors of the Ardrossan Waterworks, of an additional reservoir and relative works, under which Agreement the said Earl, *inter alia* undertook certain obligations in favour of the first party, on the understanding that he should be relieved thereof by the said company of proprietors, which Agreement is dated eleventh and fifteenth September, eighteen hundred and fifty-seven: And whereas, in pursuance of said Agreement a contract of excambion was executed between the said Earl and the first party, which contract of excambion is dated the eleventh and fifteenth of January, eighteen hundred and fifty-eight, and registered in the sheriff court books of the county of Ayr, at Ayr, the twenty-first day of January, eighteen hundred and fifty-eight: And whereas also, in pursuance of the said Agreement, a feu contract was thereafter entered into between the said Earl and the said company of

proprietors, whereby, subject, *inter alia*, to certain conditions and reservations in favour of the first party, the said company of proprietors acquired rights of property in land, and in the water of the stream called the Rowanside or Stanley Burn, for the purposes of their waterworks, which feu contract is dated sixth June and third and eleventh July, eighteen hundred and sixty, to which feu contract the Ardrossan Gas and Water Company, Limited, have now right, as assignees of the said company of proprietors: And whereas the said Limited Company having deposited plans, with book of reference, are now applying to Parliament, as aforesaid, for a Bill to dissolve the Limited Company and to re-incorporate the Company as a parliamentary company, and for the further purpose, among others, of enlarging and extending the waterworks and water supply, as shown on said deposited plans, in the carrying out of which the right of the first party to the water of the said stream will be affected, and land belonging to him may be acquired under the powers of the Bill: This Minute of Agreement witnesseth that the parties hereto have agreed and hereby agree, as follows:—

First.—The first party, in consideration of the sum stipulated to be paid to him in the next article, assents to the passing of the Bill, and also assents to the construction by the Company of the reservoir to be called the Mill Glen Reservoir, and relative works shown on the parliamentary plan, so far as they affect his lands, and also agrees to renounce and discharge his right to take water for driving machinery, or water power, from the said Stanley Burn, on the lands of Whitelees, to which he has right under the Agreement with the Earl of Eglinton and Winton, hereinbefore mentioned.

Second.—The Company shall, as soon as the said reservoir is completed, make payment to the first party, or his successors, of the sum of two hundred pounds sterling, as compensation for his said water-power rights, and they shall also maintain a regular and continuous flow of water, of not less than one hundred thousand gallons in every day of twenty-four hours, in the said Stanley Burn, between Mill Glen Reservoir and Whitelees Reservoir, and they undertake, subject to the sanction of Parliament, to insert a clause to that effect in the Act for which they are now applying to Parliament. The Company also renounce the right to take any portion of the lands of Kirkhall, or garden, although scheduled in their Act of Parliament and relative plan.

Third.—The first party assents to the erection of a sluice across the said Stanley Burn, at the upper end of the field marked number twenty-four (No. 24) on the parliamentary plan, for the purpose of diverting the water into the proposed byewash channel called conduit number three (No. 3) on said plan, and to allow the Company to raise the banks of the burn, on his lands of Kirkhall, along the said field marked number twenty-four (No. 24), the Company being bound to provide a sufficient supply of water for the said field number twenty-four (No. 24) and also to protect the banks of the said Stanley Burn, and to provide against any damage to said field, or to the garden ground marked number twenty-five (No. 25) on said plan, by floods or escape of water: Declaring that the Company shall be entitled to have access from their present reservoir, on all necessary occasions, for the purpose of working, repairing or renewing

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the said works, they being bound always to make good any surface damages caused by them; and in respect of the rights thus conferred upon the Company, they agree to pay to the first party, as soon as the Bill is passed, a sum of sixty pounds, and also to pay at same time, a further sum of twenty pounds, in repayment of costs and expenses incurred by the first party in former negotiations.

Fourth.—The Company also agree, in time coming, to maintain in good and sufficient repair the march along the burn below the Whitelees Reservoir, opposite the fields marked numbers four hundred and thirty-one and four hundred and twenty-one on the ordnance survey plan of the parish of Ardrossan, between the first party's lands and the lands of Whitelees.

Fifth.—Nothing herein contained shall interfere with or affect the first party's rights of shooting and fishing in the Whitelees Reservoir, or his private access thereto, as at present.

Sixth.—The first party agrees, when required, to execute, at the expense of the Company, any more formal deed or deeds they may require for carrying this Agreement into effect, and the Company agree to relieve the first party of the expenses of this Agreement and incident thereto.

Seventh.—This Agreement is made subject to the passing of the Act before mentioned, and subject also to the approval of Parliament; and the same shall be scheduled to the Act. IN WITNESS WHEREOF these presents are sealed with the common seal of the said Ardrossan Gas and Water Company, Limited, and subscribed in duplicate on behalf of said Company by the said John Hogarth, David Ireland Mack and Alexander Fullerton, all directors, and by John Adams, secretary thereof, as follows, videlicet, by the said John Hogarth, David Ireland Mack and John Adams, all at Ardrossan, upon the third day of March, eighteen hundred and eighty-six, before these witnesses, George Kinneear and David Henry Mack, both clerks in the office of the Bank of Scotland, at Ardrossan, and subscribed by the said Alexander Fullerton, at Rothesay, on the fourth day of said month and year last-mentioned, before these witnesses, William Carson, of Adelphi Terrace, Glasgow, and Thomas Gentles, of Abbey Mause, Paisley, and by the said Hugh Ferry Weir, at Ardrossan, upon the fifth day of said month and year last-mentioned; before these witnesses, the said George Kinneear and David Henry Mack.

GEO. KINNEAR, witness.
D. H. MACK, witness.
GEO. KINNEAR, witness.
D. H. MACK, witness.
WILLIAM CARSON, witness.
THOMAS GENTLES, witness.

HUGH F. WEIR.
JOHN HOGARTH.
D. I. MACK.
ALEX. FULLERTON.
JOHN ADAMS, Secretary.



THE FOURTH SCHEDULE.

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AGREEMENT between the Ardrossan Gas and Water Company, Limited, and John Hogarth, David Ireland Mack and Alexander Fullerton, the promoters of the Bill herein-after mentioned, on behalf of the said Limited Company, and on behalf of the Company to be incorporated by the Bill, of the first part (the said parties of the first part being throughout these presents referred to as "the Company"); and the Commissioners of Police of the Burgh of Ardrossan, acting under the General Police and Improvement (Scotland) Act, 1862, and the Public Health (Scotland) Act, 1867, and Acts explaining and amending these Acts, and as representing the community of the said burgh of the second part, and who are throughout these presents referred to as "the Commissioners."

WHEREAS the Company is promoting a Bill in the present session of Parliament which, as deposited, is intituled "A Bill for dissolving the Ardrossan Gas and Water Company, Limited, and re-incorporating the members thereof with others; and for enabling them to make and maintain additional waterworks, and to supply gas and water within places in the parishes of Ardrossan and Stevenston, in the county of Ayr; and for other purposes": And whereas various communings and negotiations have from time to time taken place between the Company and the Commissioners with a view to the acquisition by the Commissioners of the undertaking of the Company, but these negotiations have not hitherto resulted in any agreement: And whereas it would be expedient, and in the interest of the community, that the Commissioners should have the power of acquiring by purchase the gas and water undertakings of the Company: And whereas the Company have intimated their willingness to enter into an agreement with the Commissioners, whereby the Commissioners should obtain powers under the Act to follow on the said Bill to acquire the said undertakings in the manner herein-after mentioned:

It is therefore hereby agreed as follows:—

First.—The Commissioners shall acquire, by purchase, in the manner herein-after mentioned, the gas and water undertakings of the Company.

Second.—The gas and water undertakings which the Commissioners shall acquire shall comprise and include the whole gas and water undertakings of the Company, and all the property, real and personal, rights, powers and privileges of the Company, as the same exist at the term of entry herein-after mentioned, but excepting always the rights and powers relating to the share and loan capital of the Company, and excepting also as is herein-after mentioned. The said gas and water undertakings, and the property and others so to be acquired, are herein-after referred to as "the undertaking."

Third.—The compensation or purchase price to be paid by the Commissioners to the Company shall be fixed and settled by arbitration, under

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the Lands Clauses Consolidation (Scotland) Act, 1845, and both parties shall forthwith, after the passing of the Act, proceed in the arbitration accordingly. The arbiters shall be Robert Carstairs Reid, civil engineer, Edinburgh, for the Company, and James Morris Gale, civil engineer, Glasgow, for the Commissioners, who shall, before they enter upon the matters referred to them, nominate and appoint an oversman in case they differ in opinion; and in case of their failure to agree on an oversman, such oversman shall be appointed by the sheriff of Ayrshire. The arbiters or oversman, in fixing the compensation or purchase price, shall take into account all the circumstances of the case; but such arbiters or oversman shall not take into consideration the powers contained in the Act as enhancing or depreciating the amount to be awarded by them.

Fourth.—The Commissioners shall, in addition to the compensation or purchase price which may be fixed and settled in the arbitration, repay to the Company along therewith the costs incurred by the Company of and incidental to the preparing for, obtaining and passing of the Act, or otherwise in relation thereto (herein-after called “costs of the Act”), as the same shall have been taxed between solicitor and client. The costs of the arbitration, including the expense of the deed of transfer and sale, and stamp duty and revising fees, shall be paid equally by the Company and the Commissioners.

Fifth.—The compensation or purchase price shall be paid by the Commissioners to the Company, along with the costs of the Act, as provided in the immediately preceding article, at the term of Whitsunday, one thousand eight hundred and eighty-seven, on the receipt of three directors, and shall bear interest at five per cent. per annum during the non-payment of the same; and the Company shall, on receiving payment of the said compensation or purchase price and costs of the Act, execute a duly stamped deed of transfer and sale of the undertaking in favour of the Commissioners, with entry at the said term of Whitsunday, one thousand eight hundred and eighty-seven, and containing all the usual and necessary clauses, and subject to the provisions and obligations of the Act to follow on the said Bill, and to the following agreements, whether the same be scheduled to the Bill or not, namely:—(1) An agreement between the Right Honourable Archibald William Montgomerie, Earl of Eglinton and Winton, and the Company, dated the twenty-fifth and twenty-sixth days of February, and ninth day of March, one thousand eight hundred and eighty-six; and (2) An agreement between Hugh Ferry Weir, of Kirkhall, and the Company, dated the third, fourth and fifth days of March, one thousand eight hundred and eighty-six.

Sixth.—In the event of the price to be paid by the Commissioners being fixed before the term of Whitsunday, one thousand eight hundred and eighty-seven, the Company undertake to give to the Commissioners possession of the undertaking at that term in as good condition and repair as the same was in at the date of the making of the award fixing the price, fair wear and tear excepted. Any question under this clause to be referred to the arbiters above mentioned.

Seventh.—The Company shall receive, collect and retain all outstanding debts, rates and revenues, charges and arrears, due to the Company down

to the said term of Whitsunday, one thousand eight hundred and eighty-seven; and shall also retain, and use and appropriate for the purposes of the Company, as the Company shall determine, any reserve or other fund belonging to the Company, in bank or otherwise at the said term, and also the Company's Parliamentary deposit, all which debts and others as aforesaid, and the reserve and other funds of the Company shall be and are hereby excepted from the transfer to be executed in favour of the Commissioners.

Eighth.—The Company shall pay and discharge all debts and obligations affecting the undertaking, or any part of the same, down to the foresaid term of Whitsunday, one thousand eight hundred and eighty-seven, the Commissioners being liable thereafter for all obligations affecting the undertaking.

Ninth.—The Company shall not, without the consent of the Commissioners, execute or enter into any contracts for the execution of any works intended to be authorised by the intended Act, nor shall they, without the like consent, enter into any contract, or undertake any obligations which shall extend beyond the said term of entry, except as to maintenance of works to the said term of entry.

Tenth.—This Agreement shall either be scheduled by the Company to, and be confirmed by a clause in, the Act, or clauses shall be adjusted and settled embodying and carrying out the same, and shall, with such other competent and necessary clauses as may be expedient, be proposed to be inserted by the Company in the Bill at the earliest possible stage.

Eleventh.—The costs of this Agreement, including the revising of the same on behalf of the Commissioners, shall be paid by the Company, and the Company shall further pay the costs to be incurred by the Commissioners in adjusting and settling clauses, and in seeing to their insertion in Committee on the Bill, all which costs shall be deemed to be included in the foresaid expression "costs of the Act," which are to be repaid by the Commissioners to the Company as aforesaid.

Twelfth.—This Agreement, made between the Company and the Commissioners, shall be subject to the approval of Parliament. IN WITNESS WHEREOF these presents are sealed with the common seal of the Company, and also subscribed in duplicate as follows, namely, on behalf of the Company by the said John Hogarth, David Ireland Mack and Alexander Fullerton, all directors, and by John Adams, secretary thereof, as follows, namely, by the said John Hogarth, David Ireland Mack and John Adams, all at Ardrossan, upon the fourteenth day of April, eighteen hundred and eighty-six, before these witnesses, David Henry Mack and John Stirrat Baillie, both clerks in the office of the Bank of Scotland, at Ardrossan, and by the said Alexander Fullerton, at Peebles, on the fifteenth day of said month and year last mentioned, before these witnesses, James Gibson, residing at Dollar, Justice of the Peace for the county of Clackmannan, and Richard Bond, cashier to the Hydropathic Establishment, Peebles, and by Thomas Kirkhope, Alexander McMillan and Robert Dunwoodie, three and a quorum of the Commissioners, and by James Ogilvie Mack and James Cook, clerks to and on behalf of the Commis-

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sioners, all at Ardrossan, upon the said fourteenth day of April and year last mentioned, before these witnesses, James Hill Mearns and William Guthrie, both publishers in Ardrossan.

D. H. MACK, witness.
 J. S. BAILLIE, witness.
 JAMES GIBSON, witness.
 RICHARD BOND, witness.
 J. H. MEARNs, witness.
 WILL. GUTHRIE, witness.

JOHN HOGARTH.
 D. I. MACK.
 ALEX. FULLERTON.
 JOHN ADAMS, Secretary.
 THOS. KIRKHOPE, Comr.
 ALEXR. McMILLAN, Comr.
 ROBERT DUNWOODIE, Comr.
 JAS. O. MACK, Clerk.
 JAMES COOK, Clerk.



THE FIFTH SCHEDULE.

FORM OF MORTGAGE.

Ardrossan Waterworks Undertaking Mortgage [or Gasworks Undertaking Mortgage, or Waterworks and Gasworks Undertaking Mortgage, as the case may be.]

MORTGAGE No.

£

By virtue of the Ardrossan Gas and Water Act, 1886, we, the Commissioners of Police of the Burgh of Ardrossan, in consideration of the principal sum of [*specify amount*] paid by [*name and designation of mortgagee*] to the treasurer to the said Commissioners, for the purposes of the said Act, do hereby grant and assign to the said [*name of mortgagee*] and his executors, administrators and assignees [*or as the case may be*], such proportion of the several [*water rates or assessments and gas rents and revenue leviable by or arising to the said Commissioners in respect of the gas and water undertakings under the said Act, or water rates or assessments leviable by or arising to the said Commissioners in respect of the water undertaking under the said Act, or gas rents and revenue leviable by or arising to the said Commissioners in respect of the gas undertaking under the said Act, as the case may be*] as the said sum of [*specify amount*] doth or shall bear to the whole sum which is or shall be borrowed upon the credit of the said [*water rates or assessments and gas rents and revenue, or water rates or assessments, or gas rents and revenue as the case may be*] to hold to the said mortgagee and his foresaids, until the said principal sum and the whole interest due thereon shall be fully paid and satisfied; and it is hereby stipulated that the said principal sum shall be repayable on the [*date*] or shall thereafter, in virtue hereof, remain as a loan to the said Commissioners until the expiration of such further term of years and at such rate of interest as shall be specified in a minute or minutes to be endorsed hereon, and signed by the said mortgagee or his foresaids, and by the treasurer to the said Commissioners, and which minute or minutes are hereby declared and shall be held to be valid and binding, though they may be neither holograph of the said mortgagee or his foresaids, or of the said treasurer, nor tested; declaring that

[49 & 50 VICT.] *Ardrossan Gas and Water Act, 1886.* [Ch. xcvi.]

the said mortgagee and his foresaids shall not be entitled to make, and that the said Commissioners shall not be bound to recognise or register any partial assignation of these presents or of the sums of money, principal or interest herein contained, and that the said Commissioners shall not be liable for any expenses that may be incurred by the said mortgagee or his foresaids for or in relation to the preparation, revision, adjustment or execution of this mortgage, or of any discharge, renunciation, release, assignation or minute of postponement or renewal thereof.

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In witness whereof [*testing clause according to law of Scotland*].

[*Signed by two Commissioners and the Treasurer.*]

THE SIXTH SCHEDULE.

FORM OF DISCHARGE.

Received from the Treasurer to the Commissioners of Police of the Burgh of Ardrossan, acting on their behalf, the sum of
being the principal sum contained in the within mortgage (all interest due thereon having been previously paid), and the said mortgage is now delivered up as paid.

Dated this _____ day of _____
one thousand eight hundred and _____.

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1886.

