

10 & 11 Vict.
c. 119.

Short Title.

Proprietors
of Ardrossan
Harbour au-
thorized to
sell, partly
for a Sum in
gross and
partly for a
Feu Duty.

Ardrossan Railway Act, 1846,” whereby a Company was incorporated for executing the Purposes of the said last-mentioned Act, and it was, *inter alia*, enacted, that it should be lawful for the *Ardrossan Harbour Company*, or for the Proprietors of the said Harbour, Docks, and other Works, to sell to the Company incorporated by the said last-mentioned Act, and for the said last-mentioned Company to purchase and take, the said Harbour, Docks, and all the Works and Appurtenances thereof and thereto belonging, and all the Powers, Rights, and Privileges whatsoever of the said *Ardrossan Harbour Company*, in manner therein mentioned: And whereas another Act was passed in the Tenth and Eleventh Years of the Reign of Her said Majesty, intituled “*The Glasgow, Kilmarnock, and Ardrossan Railway Amendment, Deviation, and Branches Act, 1847:*” And whereas it is expedient that certain of the Provisions of the said recited Acts should be altered, amended, and enlarged as hereinafter mentioned: And whereas the Objects aforesaid cannot be carried into effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, and by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in citing this Act in other Acts of Parliament, and in legal Instruments and Proceedings, it shall be sufficient to use the Expression, “*The Glasgow, Kilmarnock, and Ardrossan Railway Amendment Act, 1849.*”

II. And be it enacted, That, notwithstanding anything contained in the herein-before recited Acts or any of them to the contrary thereof, or anything to the contrary contained in the Trust Deed or Deed of Alteration and Nomination after mentioned, it shall be lawful for Sir *David Hunter Blair* of *Brownhill*, Baronet, only surviving Trustee nominated and appointed by the now deceased *Hugh Montgomerie* of *Skelmorlie*, last Earl of *Eglinton*, by Trust Disposition and Deed of Settlement executed by him, bearing Date the Seventh Day of *March* in the Year Eighteen hundred and fourteen, and by Codicil thereto bearing Date the Sixteenth Day of *July* in the said Year Eighteen hundred and fourteen, and by Deed of Alteration and Nomination dated the Fourteenth Day of *October* in the Year Eighteen hundred and seventeen, and by Codicils of various other Dates, and all recorded in the Books of Council and Session the Twenty-seventh Day of *December* Eighteen hundred and nineteen, Colonel the Honourable *Frederick Macadam Cathcart* of *Craigengillan* and *William Maxwell Alexander* of *Southbar*, Esquire, Trustees nominated and assumed into the said Trust in virtue of the Powers conferred by the said Trust Disposition and Deed of Settlement, by Deed of Assumption and Conveyance bearing Date the Twenty-third and recorded in the Books of Council and Session the Twenty-sixth Days of *November* in the Year Eighteen hundred and forty-one, and also by Deed of Assumption and Transference executed by the said Sir *David Hunter Blair* and *Archibald Hamilton* Esquire, of *Carcluie*, now deceased, a Trustee under the said Trust, in favour of the said *Frederick Macadam Cathcart* and

William

William Maxwell Alexander, bearing Date the Twenty-seventh Day of *July* and Eleventh Day of *August* Eighteen hundred and forty-two, and registered in the Books of Council and Session the Eighth Day of *September* following, and the Survivors or Survivor of them; and such other Person or Persons as may hereafter be assumed by them into the said Trust in virtue of the Powers granted by the said Trust Disposition and Settlement executed by the said deceased Earl or the Majority and Quorum of the said Trustees, to sell and dispose of absolutely the said Harbour, Docks, and all the Works and Appurtenances thereof and thereto belonging, and all the Capital Stock of the said *Ardrossan* Harbour Company, and all the Powers, Rights, and Privileges whatsoever of the said last-mentioned Company, to the said *Glasgow, Kilmarnock, and Ardrossan* Railway Company, and for the said Railway Company to purchase and take the same, partly in consideration of a Sum in gross to be paid by the said Railway Company, and partly in consideration of a Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual to be paid by the said Railway Company, or otherwise in such Manner and on such Terms and Conditions as may be agreed upon by the said Trustees or Trustee and the said Railway Company.

III. And be it enacted, That, subject to the Provisions in the said *Glasgow, Kilmarnock, and Ardrossan* Railway Act, 1846, contained, except in so far as the same are hereby varied, altered, or repealed, any Sum or Sums of Money in gross which may be agreed to be paid by the said Railway Company to the said Trustees or Trustee for the Time being of the said deceased Earl, in part of the Consideration for the Purchase of the said Harbour, Docks, Works, and Appurtenances, and also any Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual which may be agreed to be paid as aforesaid, shall be paid to the said Trustees or Trustee for the Time being, and shall in the first instance be applied by them in Payment and Discharge of all Mortgages, Debts, Charges, and other Incumbrances due and owing in respect of the said Harbour, Docks, and other Works, and after full Payment and Discharge thereof the Residue or Surplus of such Moneys shall be vested and secured in Terms of the Trusts of the said deceased *Hugh Earl of Eglinton*, and as a Portion of his Trust Estate.

Purchase Money and Feu Duty to be paid to Trustees of Earl of Eglinton.

IV. And be it enacted, That the Receipt or Receipts in Writing of the said Trustees or Trustee for the Time being for such Sum or Sums of Money as shall be therein expressed or acknowledged to have been received shall at all Times and from Time to Time be a good and sufficient Discharge to the said Railway Company, and shall wholly exonerate the said Railway Company from seeing to the Application thereof.

Receipt of Trustees to be a good Discharge.

V. And be it enacted, That such Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual as may be agreed upon between the said Trustees or Trustee for the Time being and the said Railway Company shall be charged upon the said Harbour, Docks, and other Works and Appurtenances, and upon the Tolls, Rates, and Duties authorized

Feu Duty to be charged upon Harbour and Railway.

authorized to be taken or received under or by virtue of the Acts relating to the said Harbour, and shall also be a Charge upon the Tolls, Rates, and Duties authorized to be taken or received under or by virtue of the Acts relating to the *Glasgow, Kilmarnock, and Ardrossan* Railway, or any of them, and shall be otherwise secured in such Manner as shall be agreed upon between the said Trustees or Trustee for the Time being and the said Railway Company, and shall be paid by the said Railway Company, from Time to Time as such Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual becomes payable; and if at any Time the same be not paid within Thirty Days after the said Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual so becomes payable, and after Demand thereof in Writing, the said Trustees or Trustee for the Time being may either recover the same from the said Railway Company, with Expenses of Suit, by Action in any competent Court, or it shall be lawful for the said Trustees or Trustee for the Time being to levy the same by Pounding and Sale of the Goods and Effects of the said Railway Company.

Upon Execution of Conveyance, Harbour, &c. to vest in Railway Company.

VI. And be it enacted, That upon the Execution of a Deed or Instrument of Conveyance duly stamped (denoting the Payment of the full and proper Stamp Duty by Law payable in respect to the Consideration for such Conveyance), and duly securing the Payment of the said Feu Duty, perpetual Annuity, Rent-charge, or Ground Annual, in such Manner as may be agreed upon by the said Trustees or Trustee for the Time being and the said Railway Company, the said Harbour, Docks, Works, and Appurtenances, and all the Rights, Privileges, Powers, and Authorities given to and vested in the said Harbour Company, or in the said Trustees or Trustee for the Time being, by the said recited Acts or any of them, shall be immediately transferred to and vested in the said Railway Company, and the Undertaking of the said *Ardrossan* Harbour, Docks, Works, and Appurtenances shall thenceforth become and form Part of the Undertaking of the said *Glasgow, Kilmarnock, and Ardrossan* Railway.

Form of Conveyance.

VII. And be it enacted, That the Conveyance of the said Harbour, Docks, and other Works and Appurtenances may be, as nearly as the Circumstances of the Case will admit, in the Form or Forms prescribed by the Schedules (A.) and (B.) to the Lands Clauses Consolidation (*Scotland*) Act, 1845.

Provisions of this Act not to be carried into effect until Consent of J.E. Montgomerie has been obtained, &c.

VIII. And whereas *John Eglinton Montgomerie*, One of the Three Heirs next entitled to succeed to the entailed Estates of the said deceased *Hugh Montgomerie* of *Skelmorlie*, Earl of *Eglinton*, after *Archibald William Montgomerie* of *Skelmorlie*, Earl of *Eglinton* and *Winton*, and the Heirs of his Body, is now serving on board one of Her Majesty's Ships of War, and so cannot be present to give his Consent to the passing of this Act: Be it therefore enacted, That none of the Provisions of this Act shall take effect, nor shall the same be carried into execution, unless within Three Years from and after the passing of this Act the said *John Eglinton Montgomerie* shall,

shall, by a Deed to be executed by him before Two Witnesses, express his Consent to this Act, which Deed shall be registered in the Books of Council and Session, and shall in all Time thereafter be held and taken to be sufficient Evidence of the Consent of the said *John Eglinton Montgomerie* to the passing of this Act, which shall thereafter be put in execution as if such Consent had been previously given, and such Consent shall be effectually binding upon him in all Time thereafter.

IX. And be it enacted, That it shall not be lawful for the said Railway Company, out of any Money by any Act relating to the said Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

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

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

Railway Company to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. 105.

XI. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, now in force or which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the said recited Acts.

Railway to be subject to Provisions of future general Acts.

XII. And be it enacted, That all Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the said

Expenses of Act.

[Local.]

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Railway

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Railway Company, or the Directors thereof, out of the first Moneys that shall come to their Hands after the passing hereof.

Public Act. XIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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