



## CHAPTER 1.

An Act to confer further powers on the Lanarkshire and Ayrshire Railway Company and for other purposes. A.D. 1886.

[4th June 1886.]

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

And whereas by the Lanarkshire and Ayrshire Railway Act 1884 (herein-after called the Act of 1884) the name of the Company was changed to the name "The Lanarkshire and Ayrshire Railway Company" (herein-after called "the Company") and the Company were authorised to construct new railways in the county of Ayr and for that purpose to raise three hundred thousand pounds by shares and one hundred thousand pounds by borrowing :

And whereas by the Lanarkshire and Ayrshire Railway Act 1885 further powers were conferred on the Company and on the Caledonian Railway Company with reference to the Company :

And whereas it will be for public and local advantage that the Company should be enabled to make and maintain the deviation railways herein-after described and to abandon portions of the railways authorised by the Act of 1884 which will be rendered unnecessary by the construction of the deviation railways :

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

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And whereas it is expedient that the powers of the Company to raise money by borrowing should in some respects be amended and consolidated :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited as the Lanarkshire and Ayrshire Railway Act 1886.

Incorporation of general Acts.

2. The Lands Clauses Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the Railways Clauses Consolidation (Scotland) Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 are (in so far as applicable and except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :

The expression "the Company" means the Lanarkshire and Ayrshire Railway Company :

The expression "the railway" means the deviation railways by this Act authorised :

The expression "the undertaking" means the undertaking of the Company :

The expression "person" includes corporation.

Power to make railways.

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

1. A railway (No. 1) two miles one chain and twenty yards in length commencing in the parish of Kilwinning by a junction with the Railway No. 1 authorised by the Act of 1884 at a point thereon distant 32 yards or thereabouts measuring westwards from the south-west corner of a dwelling-house in



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the Howgate Kilwinning belonging or reputed to belong to and in the occupation of John Carruthers and terminating in the parish of Irvine by a junction with the Railway No. 7 authorised by the Act of 1884 at a point thereon distant 280 yards or thereabouts measuring southwards from the south-west corner of a dwelling-house called or known as Kidsneuk Cottage belonging or reputed to belong to the Earl of Eglinton and Winton and in the occupation of James Gairdner and Mrs. Jane McBlane or Craig.

2. A railway (No. 2) four furlongs six chains and seven yards in length wholly situate within the parish of Kilbirnie commencing by a junction with the Railway No. 5 authorised by the Act of 1884 at a point thereon distant 300 yards or thereabouts measuring north-westwards from the north-west corner of the farmsteading called Lochend belonging or reputed to belong to the Earl of Glasgow and George Auldjo Jamieson and Frederick Pitman his trustees and in the occupation of James Kerr and terminating at a point distant 144 yards or thereabouts measuring eastwards from the north-east corner of the said farmsteading called Lochend Provided always that in the construction of the said Railway No. 2 the Company shall not enter upon take or use any lands not being public roads or highways except by agreement with the owners lessees and occupiers of such lands.

5. The Company may divert the River Garnock in the parish of Kilwinning and county of Ayr in the manner shown on the deposited plans from a point in the centre of that river distant 373 yards or thereabouts measuring in an easterly direction from the south-east corner of the schoolhouse known as the Eglinton Ironworks School belonging or reputed to belong to the Eglinton Iron Company to a point in the centre of the said river distant 320 yards or thereabouts measuring in a northerly direction from the north-west corner of the farmhouse called Nether Mains belonging or reputed to belong to the Earl of Eglinton and Winton and in the occupation of James Meikle and they may enter upon take and use the solum or bed of so much of the said river as will be rendered unnecessary by reason of such diversion.

Power to divert River Garnock.

6. In constructing the Railway No. 1 where the same is intended to pass over or across the railways lands and works of the Glasgow and South-western Railway Company (herein-after called "the South-western Company" the following provisions shall apply and have effect (that is to say) :—

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

- (1) The bridge by which Railway No. 1 is carried over the Dubbs and Doura Branch of the South-western Company and



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the railway sidings on the lands of that company adjoining the said branch numbered respectively 46 and 47 in the parish of Kilwinning on the deposited plans shall be a girder bridge with one span of not less than 60 feet clear width on the square and the said bridge shall have a clear headway throughout of not less than 14 feet above the upper surface of the rails of the said branch railway at the point of crossing.

(2) The Company shall construct the said bridge and all other works both temporary and permanent necessary and incidental to the construction thereof or affecting the railways property or works of the South-western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the engineer of the South-western Company for the time being and the Company shall not commence the construction of the said bridge or works or enter upon or interfere with any land works or property belonging to or used by the South-western Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said bridge or works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the South-western Company by the sheriff of the county of Ayr.

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

(4) All the said works of the Company shall be executed in a substantial and workmanlike manner and shall be maintained in a good and substantial condition and if any loss or damage

shall be sustained by the South-western Company by reason of the failure of any of the works the Company shall pay to the South-western Company full compensation in respect thereof to be recovered as aforesaid. A.D. 1886.

- (5) All the foresaid works of the Company shall be executed, or as the case may be maintained by and in all things at the expense of the Company.
- (6) The Company shall not (except with the previous consent of the South-western Company under their common seal) acquire any absolute property in any lands of the South-western Company but only the right servitude or privilege of making the bridge and works aforesaid over or across so much of the lands of the latter company as may be necessary therefor.
- (7) If any difference shall arise between the Company and the South-western Company or their respective engineers as to anything to be done or not to be done under the provisions of this section the same shall be referred to and determined by an engineer to be agreed upon between the parties or if they cannot agree to be appointed on the application of either of the parties in difference by the sheriff of the county of Ayr and the award of the engineer so appointed shall be final and binding on both parties and the costs of the arbitration shall be in the discretion of the arbitrator.

7. The quantity of land to be taken by the Company by agreement for the purposes of this Act for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed two acres. Lands for extraordinary purposes.

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

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

No. on deposited Plans.	Parish.	Description.	Height.	Span.
Railway No. 1—				
31	Kilwinning	Road or highway	14 feet	25 feet
46	Ditto	Railways and sidings	14 feet	60 feet
47				
55	Ditto	Road or highway	14 feet	20 feet
3	Irvine	Railway	11½ feet	15 feet



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Width of a  
certain  
bridge.

10. The Company may make the bridge by which the following railway siding will be carried over the railway of such width between the parapets thereof as the Company think fit not being less than the width herein-after mentioned in connexion therewith (that is to say) :

No. on deposited Plans.	Parish.	Description.	Width.
Railway No. 1— 38	Kilwinning - -	Railway siding -	15 feet between parapets.

Power to  
take ease-  
ments by  
agreement.

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

Period for  
completion  
of works.

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

Amendment  
of borrowing  
powers.

13. Notwithstanding anything contained in the Act of 1883 or the Act of 1884 the Company may in respect of the total capital of three hundred and seventy-five thousand pounds which they are by those Acts authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and twenty-five thousand pounds and of such sum the Company may borrow not exceeding twenty-five thousand pounds in respect of each seventy-five thousand pounds of such capital but no part of any such several sums of twenty-five thousand pounds shall be borrowed until shares for so much of the portion of capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that shares for the whole of that portion of the capital in respect of which the borrowing power is proposed to

be exercised have been issued and accepted and that one-half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of 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 as the case may be were issued and accepted, (and to the extent aforesaid paid up) bona fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such sheriff of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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14. 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 (Scotland) Act 1867 ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Restriction on taking houses belonging to labouring class.

For the purposes of this section 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.

Defining labouring class.

15. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the Schedule A to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of

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



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Part of  
authorised  
railways to  
be aban-  
doned.

**16.** The Company shall abandon the construction of

1. Railway No. 6 authorised by the Act of 1884

2. So much of Railway No. 7 authorised by the Act of 1884 as lies between the authorised commencement of that railway and the junction of the intended Railway No. 1 therewith at its termination above described

3. Railway No. 8 authorised by the Act of 1884

and on and after the passing of this Act the Company shall except only as is by this Act otherwise expressly provided be absolutely freed from all obligations with respect to those railways or portions of railway.

Compensa-  
tion for  
damage to  
land by  
entry &c.

**17.** The abandonment by the Company under the authority of this Act of any railway or portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act 1845 or in the Act of 1884.

Compensa-  
tion to be  
made in  
respect of  
railway  
abandoned.

**18.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed



pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof. A.D. 1886.

**19.** Subject to the provisions of this Act the railways by this Act authorised shall be and be deemed to be in all respects and for all purposes in substitution for the railways and portion of railway authorised by the Act of 1884 which are by this Act authorised to be abandoned and the railways and works by this Act authorised shall be and be deemed to be part of the railways and works of the Company as if the same had been authorised by the Act of 1884 and as such included in the agreement between the Company and the Caledonian Railway Company confirmed by that Act as varied by the Lanarkshire and Ayrshire Railway Act 1885. Deviation railway to be part of Company's undertaking.

**20.** The Company may apply for the purposes of this Act to which capital is properly applicable any moneys which they are for the time being authorised to raise and which are not required for the purposes for which the same were authorised to be raised. Power to apply corporate funds.

**21.** The minute of agreement set forth in the Schedule B to this Act is hereby confirmed and made binding on the parties thereto respectively and full effect may and shall be given thereto. Confirming a certain minute of agreement.

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

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

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SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

Describing lands buildings and manufactories of which portions only are required to be taken without taking the whole :—

No. of Railway.	Parish.	Number on deposited Plans.
1	Kilwinning - -	33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 46, 48, 62, 63, 66, 67.
1	Irvine - -	1, 2, 3.

SCHEDULE B.

MINUTE OF AGREEMENT entered into and executed by and between the EGLINGTON IRON COMPANY coal and ironmasters in Glasgow and WILLIAM WEIR of Kildonan JAMES BAIRD THORNEYCROFT JOHN ALEXANDER ROBERT ANGUS ALEXANDER FLEMING WILLIAM LAIRD and ANDREW KIRKWOOD McCOSH all coal and ironmasters the individual partners of the said firm or company (herein-after called "the first party") of the first part the LANARKSHIRE AND AYRSHIRE RAILWAY COMPANY incorporated by the Barrmill and Kilwinning Railway Act 1883 (herein-after called "the second party") of the second part and the Right Honourable the EARL OF EGLINTON AND WINTON (herein-after called "the third party") of the third part.

WITNESSETH that whereas the second party are by their Act intituled the Lanarkshire and Ayrshire Railway Act 1884 authorised to make and maintain extensions of the Barrmill and Kilwinning Railway to inter alia the royal



burgh of Irvine And whereas the second party have resolved to promote a Bill in the ensuing session of Parliament for inter alia powers to deviate their said extension railway to the royal burgh of Irvine and which proposed deviation the first and third parties have agreed to and approved of in consideration of a certain money payment by the second party to the first party and on the terms and conditions herein-after specified And whereas the first party in the event of the second party being authorised by Parliament to make the proposed deviation of the said extension railway to the royal burgh of Irvine require to take certain portions of land in the parish of Kilwinning belonging to the first party which are at present partly used in connexion with their Eglinton Ironworks and partly let for the construction of the said proposed deviation And whereas the first party have agreed to sell and convey to the second party in the event of their being authorised by Parliament to construct the said proposed deviation of the extension railway to the royal burgh of Irvine the said portions of land belonging to them at present partly used by them in connexion with their said Eglinton Ironworks and partly let and that on the terms and conditions after-mentioned And whereas the second party in consideration of the first party so doing have agreed in the event of their being authorised by Parliament to construct the said proposed deviation of the extension railway to the royal burgh of Irvine to acquire and purchase from the third party the portion of land and solum or bed of the River Garnock herein-after specified and to convey the same to the first party on the terms and conditions after-mentioned And whereas the third party in order to enable the second party to carry out the terms of this agreement with the first party has agreed to sell to the second party the said portion of land and solum or bed of the River Garnock herein-after specified on the terms and conditions after-mentioned Therefore the parties hereto hereby covenant and agree to and with each other and bind and oblige themselves in manner herein-after written viz. :—

First. In the event of the second party being authorised in the ensuing session of Parliament to make the said proposed deviation of the said extension railway to the royal burgh of Irvine the first party has agreed and hereby agrees to sell and convey to the second party the said portions of land in the parish of Kilwinning belonging to the first party to be taken permanently for said proposed deviation extending to two acres and nine hundred and sixty decimal or one-thousandth parts of an acre imperial measure or thereby and coloured red on the plan annexed and signed by the parties as relative hereto and marked numbers 33 34 37 38 and 39 on the said plan and in consideration of the first party so doing the second party has agreed and hereby agrees to acquire from the third party the said portion of land and portion of the solum or bed of the River Garnock in the parish of Kilwinning extending to four acres and five hundred and forty-eight decimal or one-thousandth parts of an acre imperial measure or thereby bounded said portion of land and portion of the solum or bed of the River Garneck on the north by other lands belonging to the first party on the east by land or property presently belonging to the third party but about to be acquired by the second party for the construction of their railway on the south by land or property belonging to the Glasgow and South-western Railway Company and on the west partly by the public road



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Second. To enable the second party to carry out the terms of this agreement with the first party the third party has agreed and hereby agrees to accept and the second party has agreed and hereby agrees to pay to the third party at the rate of one hundred pounds per acre in name of compensation for the said portion of land and portion of the solum or bed of the River Garnock in the parish of Kilwinning and marked numbers 40 40 41 42 43 and 44 on the said plan annexed and signed by the parties as relative hereto to be conveyed by the second party to the first party as aforesaid. Declaring that the sums to be paid by the second party to the third party in terms of this article shall be in full of all compensation for the said portion of land and portion of the solum or bed of the River Garnock and shall also include the third party's and his successor's whole right title and interest of every description therein and shall also include compensation for the solum of all public streets or roads appropriated by the second party or crossed intersected or interfered with in any way by the said intended deviation railway but excepting only the whole claims of the tenants of the said portion of land and portion of the solum or bed of the River Garnock which the second party shall be bound to compensate and settle with the tenants.

Third. The second party has agreed and hereby agrees to make and in all time hereafter maintain the following accommodation works in connexion with the construction of the said proposed deviation of the said extension railway viz. (first) a junction with the main line of the second party for a private branch railway for the first party in the fields marked No. 28 or No. 34 on the said plan as may be selected by the first party (second) a bridge under the railway in the said field marked No. 34 on the said plan to be fifteen feet wide and not



less than eleven feet six inches high (third) a bridge over the railway to carry the first party's private railway marked No. 38 on the said plan to be fifteen feet wide between the parapets (fourth) two culverts or a double culvert in fields marked No. 39 or No. 40 on the said plan each to be three feet high by three feet wide to be made under the railway and with proper gradients to carry water to and from the River Garnock and Eglinton Ironworks (fifth) a proper dam to be made in the proposed diversion of the River Garnock to keep the water above the dam at the same level as above the existing dam marked No. 41 on the said plan (sixth) a drain to be laid under the railway in the old channel of the River Garnock near the Dubs and Doura Branch Railway to drain the channel on the west side of the said proposed deviation railway and (seventh) a bridge under the railway fifteen feet wide to be made in field marked No. 50 on the said plan close to the north side of the said field the foundations of the said bridge to be carried to a sufficient depth to suit a continuation of the sand pit siding marked No. 48 on the said plan And it is hereby stipulated and agreed that the whole works to be executed by the second party shall when commenced be carried to completion with all due despatch and shall be carried through so as not to cause any stoppage or undue interruption of the works of the first party at Eglinton Ironworks and in the event of any difference arising between the first party and the second party under this head the same shall be referred to the amicable decision final sentence and decree arbitral of Alexander Simpson civil engineer Glasgow and John Strain civil engineer there as arbiters between the said parties and in the event of their differing in opinion of an oversman to be appointed by them Declaring that the first party have agreed and hereby agree to accept the accommodation works above specified as sufficient accommodation works to be made and maintained in all time hereafter by the second party Declaring further that the land required for these accommodation works where these are situated on the first party's property shall be provided free of cost to the second party.

Fourth. The compensation in land to be made to the first party and the compensation in money to be made to the third party by the second party in terms of this agreement for the portions of land and others to be purchased from the first party and the third party by the second party as aforesaid shall include compensation for all materials within the said portions of land and others so to be acquired from the first party and the third party by the second party as aforesaid except the minerals under the same which are reserved to the proprietors thereof in terms of the Railways Clauses Consolidation (Scotland) Act 1845.

Fifth. The first party in the event of their depositing slag on the ground belonging to them or on the ground to be acquired from the third party adjoining the second party's railway may carry forward such deposit upon the slopes of the embankment of the second party's railway but the deposit so far as within the boundary of the second party's land shall not be higher than the level of the railway embankment and shall be carried out to a uniform level with the top of the railway embankment and so as not to interrupt or interfere with the traffic on the railway the first party being bound also before the railway fence is interfered with to erect and thereafter maintain a sufficient



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Sixth. This agreement is conditional upon the Bill for the said proposed deviation railway being got in the present session of Parliament and these works being proceeded with within the period provided by the Act.

Seventh. This agreement is made subject to the sanction of Parliament and to such alterations as Parliament may see fit to make thereon but declaring that if any material alterations are made thereon by Parliament it shall be in the power of any of the parties to withdraw therefrom.

In witness whereof these presents written on this and the four preceding pages by Charles Wright clerk to Keydens Strang and Girvan writers Glasgow are subscribed together with the plan annexed hereto in triplicate by the parties hereto as follows viz. by the said The Eglinton Iron Company the signature of said company being adhibited by the said Alexander Fleming and by the said William Weir James Baird Thorneycroft John Alexander Robert Angus Alexander Fleming William Laird and Andrew Kirkwood McCosh all at Glasgow on the seventh day of April in the year eighteen hundred and eighty-six before these witnesses John Rankin and James Macintyre both clerks to Messrs. William Baird and Company ironmasters number one hundred and sixty-eight West George Street Glasgow by the Honourable Greville Richard Vernon residing at Auchans House near Kilmarnock as commissioner for the said Earl of Eglinton and Winton acting under commission dated twenty-seventh September and registered in the books of Council and Session on the third day of October both in the year eighteen hundred and sixty-seven and for and on behalf of the said Earl of Eglinton and Winton at Nice France on the seventeenth day of April in the year one thousand eight hundred and eighty-six before these witnesses William Edwyn Evans colonel in Her Majesty's Army and residing at number fifty-five Seymour Street Portman Square London and the Honourable Gerald Ponsonby residing at number fifty-seven Green Street London and by John Watson of Earnock coalmaster Glasgow and John Cuninghame coal and iron master there two of the directors and George Yuille Strang Watkins writer Glasgow secretary all of and for and on behalf of the said Lanarkshire and Ayrshire Railway Company as follows viz. by the said John Watson and John Cuninghame and sealed with the common seal of the said company all at Glasgow on the twenty-first day of said month of April and year last mentioned as follows viz. by the said John Watson before these witnesses David Reid clerk to the said Keydens Strang and Girvan and Robert Cameron cashier to the said John Watson and by the said John Cuninghame before these witnesses Walter Wilson clerk to Messrs. Merry and Cuninghame coal and iron masters Glasgow and the said David Reid and by the said George Yuille Strang Watkins at St. Leonards-on-Sea on the twenty-second day of said month of April and year last above mentioned before



[49 VICT.] *Lanarkshire and Ayrshire Railway Act, 1886.* [Ch. 1.]

these witnesses Robert Cumming page and Georgina Crawford maidservant A.D. 1886.  
both in the employment of the said George Yuille Strang Watkins.

EGLINTON IRON CO.

WILLIAM WEIR.

JOHN RANKIN Witness.

JAS. BAIRD THORNEYCROFT.

JAMES MACINTYRE Witness.

JOHN ALEXANDER.

DAVID REID Witness.

ROBERT ANGUS.

ROB. CAMERON Witness.

ALEXR. FLEMING.

WALTER WILSON Witness.

WILLIAM LAIRD.

DAVID REID Witness.

AND. K. McCOSH.

W. E. EVANS Witness.

JOHN WATSON Director.

GERALD PONSONBY Witness.

JOHN CUNINGHAME Director.

R. CUMMING Witness.

G. Y. STRANG WATKINS Secretary.

G. CRAWFORD Witness.

G. R. VERNON Commissioner to Earl of  
Eglinton.

Seal of the  
Lanarkshire and  
Ayrshire Railway  
Company.

