ANNO DUODECIMO

VICTORIÆ REGINÆ.

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Cap. xiii.

An Act for the Dissolution of the *Argyll* Canal Company, and for the Abandonment of their Undertaking. [24th *May* 1849.]

WHEREAS an Act was passed in the Ninth and Tenth Years of the Reign of Her present Majesty Queen *Victoria*, intituled " The *Argyll* Canal Act, 1846:" And whereas none of the Powers by the said Act conferred for the Purchase of Lands, and for the Execution of the Works thereby authorized, have been exercised: And whereas it has become expedient that the Company established by the said Act should be dissolved, and the Undertaking abandoned; but the same 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, That from and after the passing of this Act the Undertaking of the *Argyll* Canal, authorized to be made by the said *Argyll* Canal Act, 1846, shall be abandoned, and all the Powers granted to the said Company by the said Act or otherwise

9 & 10 Vict. c. 362.

Undertaking to be abandoned.

[*Local.*] *H h* touching

touching the Construction, Maintenance, or Management of the said Undertaking shall cease, and the said Company shall exist only for the Purpose of discharging their Debts, Contracts, and other Liabilities, collecting their Assets, distributing their Funds, and winding up their Affairs, and when and so soon as the same shall have been accomplished the said Company shall be dissolved.

Company released from any further Liability to make, maintain, &c. the Argyll Canal.

II. And be it enacted, That, subject to the Provisions herein-after contained, the Company shall be and they are hereby absolutely and entirely released, exonerated, and discharged of and from all Obligation or Liability to make, maintain, and support the said Canal, or any of the Works which they are by the said Act or otherwise authorized or empowered to make and maintain, or to pay any Sums of Money which would have been by them payable in the event of the said Canal having been completed and opened to the Public under the Powers of the said Act, or to purchase or take any of the Lands which they are by the said Act or otherwise authorized to purchase or take, whether any Notice of the Intention of the Company to take or use the same shall or shall not have been given to the Owner or Occupiers thereof, or to complete the Purchase of any Land which may have been agreed to be purchased or taken for the Purpose of making the said Canal or any of the Works connected therewith.

Compensation to be made where Contracts have been entered into or Notices given.

III. Provided always, and be it enacted, That in any Case where before the passing of this Act any Contract hath been entered into or Notice given by the Company for purchasing any Lands which the Company were by the said recited Act empowered to purchase for the Purpose of the Formation of the said Canal hereby authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by the Lands Clauses Consolidation (*Scotland*) Act, 1845, for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the Formation of the said Canal shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Canal, pursuant to the Provisions for that Purpose in the said Lands Clauses Consolidation (*Scotland*) Act contained.

IV. And

Powers of Act of Queen Anne retransferred to the Proprietor of Stonefield.

IV. And be it enacted, That so much of the said recited Act which provides that from and after the passing thereof the whole Powers and Authorities conferred or granted by an Act passed in the Sixth Year of the Reign of Her late Majesty Queen *Anne* upon *Archibald M'Allister* Esquire, then Proprietor of the Soil of *East Tarbert*, his Heirs and Assignees, should be vested in the said Company, who should thenceforth take on themselves the whole Obligations thereby imposed, and that it should be lawful for the said Company to levy, collect, and recover the Rates and Duties specified in the said Act, and to exercise and enjoy the whole Powers and Authority in the said Act contained, in the same Manner of Way and as fully and freely as the same Powers and Authorities might have been exercised and enjoyed by the said *Archibald M'Allister*, his Heirs or Assignees, except in so far as the same Powers and Authorities were altered or varied by the said Act, and that the said *Archibald M'Allister* and his Heirs and Assignees should be freed and relieved from all Obligations imposed on them by the foresaid Act of Her late Majesty Queen *Anne*, shall be and the same is hereby repealed, and the said Company shall be and they are hereby absolutely and entirely released, exonerated, and discharged of and from the Obligations imposed as aforesaid; and the said Powers and Authorities shall be exercised and enjoyed by *John Campbell* Esquire, of *Stonefield*, now Proprietor of *East Tarbert* aforesaid, his Heirs and Assignees, as the Successors of the said *Archibald M'Allister*, his Heirs and Assignees, in the same Manner and Way, to the like Extent, and subject to the same Provisions as if the said *Argyll* Canal Act had not been passed; and the said *John Campbell*, his Heirs and Assignees, shall not be bound to account to the said Company for any Dues, Duties, or Sums of Money at any Time received by the said *John Campbell* at or in respect of the said Harbour, or to pay over the same, or any Sum as Compensation therefor, to the said Company.

Notice of Dissolution.

V. And be it enacted, That Notice of the Abandonment of the Undertaking shall be given by Advertisement published Once in the *Edinburgh Gazette*, and for Three successive Weeks in a Newspaper which shall be published in *Edinburgh* at least Three Days in the Week, and in a Newspaper published in the City of *Glasgow*.

Persons having Claims to make the same in Six Months.

VI. And be it enacted, That within Six Months after the last of such Publications all Persons having any Claim or Demand upon the said Company in respect of any Contract or Agreement which shall have been legally entered into by the Company, and which will be determined by reason of the Abandonment of the said Undertaking, shall give Notice in Writing to the Company of such Claim or Demand, and shall state the Particulars thereof, and the Amount claimed in respect thereof.

VII. And

Disputes as to Debts and Compensation.

VII. And be it enacted, That any Person with whom any such Contract or Agreement shall have been entered into by the Company shall be entitled to Compensation for any Loss or Damage that he may have sustained by reason of the Nonfulfilment thereof; and if any Dispute shall arise as to the Amount of any Debt due by the Company, or as to whether any and what Compensation shall be made by the Company for the Breach of any Contract or Agreement determined by the abandoning of the said Undertaking, the same shall be settled in the Manner provided by the Lands Clauses Consolidation (*Scotland*) Act, 1845, and for such Purposes the Clauses in the said Lands Clauses Consolidation (*Scotland*) Act, 1845, with respect to the Purchase and taking of Land otherwise than by Agreement, shall, in so far as the same are applicable, be incorporated with this Act.

Actions, &c. not to abate.

VIII. And be it enacted, That no Debt due to or from the Company shall be discharged, and no Action, Suit, or Proceeding whatsoever, commenced either by or against the said Company, shall abate or be discontinued or be prejudicially affected, by virtue or in consequence of the Provisions of this Act, but the same shall continue and take effect as well in favour of as against the said Company in the same Manner in all respects as if this Act had not been passed.

As to Distribution of the Funds of the Company.

IX. And be it enacted, That the Funds and Property of the said Company shall be from Time to Time applied, under the Control and Superintendence of the Directors of the said Company, in the first place, in the Payment of the Costs and Expenses of applying for and obtaining and passing this Act, or which shall be incurred by such Company or the Directors thereof in carrying into effect the Provisions of this Act, and then in or towards Payment of the Debts and Liabilities of the Company, or any Composition thereupon; and, subject to such Payments, the Monies and Funds of the Company shall be paid and distributed, under the like Control and Superintendance, amongst the Proprietors for the Time being of Shares in the same Company.

Provisions as to Shares and Debts belonging to unknown or incapacitated Persons.

X. And be it enacted, That as concerning any Shares in the Capital of the said Company the Owner or Owners or the Person or Persons entitled to which shall not be known or cannot be found, or in respect of which there shall be no Person competent to receive and give an effectual Discharge for the Monies payable in respect thereof, on the Distribution of the Funds of the said Company, it shall be lawful for the same Company to deposit, invest, and pay into any One of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter (any of which Banks is hereby authorized and required to receive the same) such Proportion or distinct Proportions of the Monies to arise from the Property of the same Company as shall correspond with or represent or be payable in respect of the same Shares respectively, in the Manner and subject to the Conditions contained

in "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Purchase Money or Compensation exceeding Two hundred Pounds coming to Parties having limited Interests, or prevented from treating, or not making Title; and the Monies so to be deposited, invested, and paid shall be applied in pursuance of the Provisions of the same Act in that respect.

Power of Company to continue until the Debts due to and by them are received and paid.

XI. And be it enacted, That after the Abandonment of the said Undertaking, and until all the Debts and Monies due or thereafter to become due to the said Company shall have been received and recovered by the Directors for the Time being thereof, or shall have been released, extinguished, or finally abandoned by the same Directors (as they are hereby empowered in their Discretion to do), and until all Debts, Monies, and Compensation claimed, or which may become due or be claimed, as herein-before provided, shall have been fully paid, settled, and discharged by the said Directors, as they in their Discretion shall have full Power to do, the said Company shall continue, with the like Powers to use a Common Seal, and to sue and be sued, as they now have, and the said Directors for the Time being shall after the said Abandonment have full Power to use such Common Seal, and to do and perform all other Acts and Things necessary or expedient to be done and performed for recovering and compelling Payment of the said several Monies respectively, and for otherwise winding up the Affairs of the Company: Provided always, that it shall not be lawful for the Directors of the Company to enter into any new Contract or incur any fresh Liability, excepting so far as the same may facilitate the winding up of the Affairs of the Company.

Interpretation Clause.

XII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Person" shall include Corporation:

The Word "Lands" shall extend to Houses, Lands, Tenements, and Heritages of any Description or Tenure:

The Expression "the Undertaking" shall mean the "*Argyll* Canal, and Works authorized by the *Argyll* Canal Act, 1846:"

The Expression "the Company" shall mean the "*Argyll* Canal Company incorporated by the *Argyll* Canal Act, 1846," their Successors and Assigns.

Short Title.

XIII. And be it enacted, That in citing this Act in other Acts of Parliament, and in any legal Instruments and Proceedings, it shall be sufficient to use the Expression "The *Argyll* Canal Company Dissolution Act, 1849."

Expenses of Act.

XIV. And be it enacted, That all the Costs, Charges, and Expenses connected with the passing of this Act, or of carrying the same into effect, shall be paid by the Company or the Directors thereof out of the Funds of the Company, in preference to all other Payments whatsoever.

Public Act.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.