CHAPTER cxxxiv.

An Act to incorporate the West Highland Railway Company and to empower them to construct Railways in the counties of Dumbarton Perth Argyll and Inverness and for other purposes. [12th August 1889.]

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WHEREAS the construction of a line of railway from Helensburgh in the county of Dumbarton to Fort William in the county of Inverness herein-after described would be of public and local advantage:

And whereas the several persons herein-after named with others are willing to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company and the North British Railway Company be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas plans and sections and supplemental plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference and supplemental books of reference to such plans 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 respective principal sheriff clerks for the counties of Dumbarton Perth Argyll and Inverness and are herein-after respectively referred to as the deposited plans sections and books of reference and the supplemental plans sections and books of reference:

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

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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 West Highland Railway Act 1889.

Incorporation of general Acts.

2. The Companies Clauses Consolidation (Scotland) Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 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) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (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 and in this Act and the Acts wholly or partially incorporated herewith as applied to this Act the expression "the Company" means the Company incorporated by this Act the expression "the special Act" means this Act the expressions "the railways" and "the undertaking" mean respectively the railways and works connected therewith and the undertaking authorised by this Act.

Company incorporated.

4. The Right Honourable William Frederick Scarlett Baron Abinger the Right Honourable Francis Edward Fitzalan-Howard Baron Howard of Glossop Sir James Colquhoun Baronet Donald Cameron of Locheil Roderick William Colquhoun Donald Peter Macdonald Robert Stewart Alexander Breingan James Morrison and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the West Highland Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. 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 as altered by the supplemental plans and sections the railways herein-after described and may enter upon

take and use such of the lands delineated on the said plans and described in the deposited and supplemental 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 (in this Act called Railway No. 1) thirty-six miles four furlongs four chains and seventy links in length commencing in the parish of Cardross and county of Dumbarton by a junction with the Glasgow Dumbarton and Helensburgh section of the North British Railway at a point thereon four hundred and twenty-five yards or thereabouts south-eastward from the west lodge of Camis Eskan and terminating in the parish of Killin and county of Perth at a point five hundred and fifty yards or thereabouts south-westward from Crianlarich Station booking-office Provided always that the Company shall not carry the deviation of Railway No. 1 along Loch Lomond side shown on the supplemental plans eastwards of the public carriage road numbered 27 on the said plans in the parish of Arrochar as such carriage road is shown to be diverted on the said plans :

(2.) A railway (in this Act called Railway No. 2) sixty-three miles five furlongs five chains and seventy-five links in length commencing in the parish of Killin and county of Perth at the point herein-before described as the termination of Railway No. 1 and terminating in the parish of Kilmallie and county of Inverness on the foreshore in or ex adverso of that parish at a point four hundred and fifteen yards or thereabouts north-eastward from the north corner of the steamboat pier at Fort William :

(3.) A railway (in this Act called Railway No. 4) five furlongs five chains and seventy links in length to be wholly situate in the parish of Killin and county of Perth commencing at the point before described as the termination of Railway No. 1 and terminating by a junction with the Callander and Oban Railway at a point thereon eight hundred and ninety yards or thereabouts north-westward from Crianlarich Station booking-office :

(4.) A railway (in this Act called Railway No. 6) two furlongs in length to be situate in the parish of Kilmallie and county of Inverness or on the foreshore ex adverso thereof commencing at the point before described as the termination of Railway No. 2 and terminating at the north side of the approach to Fort William steamboat pier at a point fifty-seven yards or thereabouts south-eastward from the north corner of that pier :

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And the Company may from time to time make erect lay down and maintain in connexion with and for the purposes of the hereinbefore mentioned works or any of them all necessary and convenient stations junctions sidings roads approaches bridges viaducts warehouses sheds and other buildings works and conveniences and may also from time to time alter enlarge extend and improve or remove and discontinue the same or any of them as occasion may require.

Capital.

6. The capital of the Company shall be five hundred and forty thousand pounds in fifty-four thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

7. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

9. If any money is payable to a shareholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate or of his tutor or curator or curator bonis shall be a sufficient discharge to the Company.

Power to divide shares.

10. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six pounds per centum per annum as shall

be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred shares to be paid out of profits of the year only.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares to be registered and certificates issued.

13. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

15. The provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled or surrendered.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

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Half shares to be half shares in capital.

17. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and eighty thousand pounds and of that sum they may borrow not exceeding ninety thousand pounds in respect of each two hundred and seventy thousand pounds of their share capital but no part of either of such sums of ninety thousand pounds shall be borrowed until shares for the portion of capital of two hundred and seventy thousand pounds in respect of which it is to be borrowed 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 such portion of capital have been issued and accepted and that one half of such portion of 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 that such shares 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 shall be sufficient evidence thereof.

For appointment of a judicial factor.

19. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a judicial factor 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 seven thousand pounds in the whole.

Debenture stock.

20. 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 (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages and notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock issued by the Company.

Application of moneys.

21. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First ordinary meeting.

22. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act and the subsequent ordinary meetings in the month of March in each year or in such other month as may from time to time be appointed for that purpose by order of an extraordinary general meeting.

Number of directors.

23. The number of directors shall be five but the Company may from time to time reduce the number provided that the number be not less than three.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

25. The quorum of a meeting of directors shall be three.

First directors.

26. The Right Honourable William Frederick Scarlett Baron Abinger Donald Cameron of Locheil Roderick William Colquhoun Alfred Donald Mackintosh of Mackintosh and Robert Stewart 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 either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they continued 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 (subject to the power herein-before contained for reducing the number of directors) 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

Election of directors.

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Lands for extraordinary purposes.

27. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed for purposes connected with Railways No. 1 and No. 4 twenty acres and for purposes connected with Railways No. 2 and No. 6 fifteen acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken by them under the powers of this section.

Period for compulsory purchase of lands.

28. 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.

For protection of the Luss Trustees.

29. For the protection of Alan John Colquhoun and Roderick William Colquhoun trustees of the late Sir James Colquhoun of Luss Baronet or other the owners for the time being of certain lands and property forming part of the Luss estate in the county of Dumbarton (who are herein-after in this section included in the expression "the trustees") the following provisions shall have effect and be carried into execution subject to any alterations thereof which may be hereafter agreed upon between the Company and the trustees (that is to say):—

(1.) The Company shall commence and proceed with the construction of Railway No. 1 in no case later than they proceed with the construction of any other of the railways and the works for the construction of Railway No. 1 shall be first commenced at its point of commencement at Craigendoran;

(2.) The Company shall make and maintain stations for passengers and goods on Railway No. 1 at Upper-Helensburgh Row Shandon Gareloch-Head Portincaple Ballyhennan and Ardlui at the places respectively shown or indicated upon duplicate copies of the deposited and supplemental plans which have been docquetted and signed by Messieurs Formans and McCall civil engineers on behalf of the promoters of the Bill for this Act and William Robertson Copland civil engineer on behalf of the trustees one copy whereof shall be retained in the custody of the Company and the other in the custody of the trustees or as near as conveniently may be to such places respectively within the limits of deviation of the said railway marked upon the deposited plans as altered by the supplemental plans and the trustees shall sell and convey to the Company any lands which may be required by the Company for forming convenient approaches to any such station;

(3.) The amount of the purchase money or compensation to be paid to the trustees for any lands (exclusive of buildings) to be

purchased or taken from them (including damage by severance) shall be as follows :—

(A.) In respect of lands situate between the boundary of the Luss estate with the lands of Camis Eskan belonging to William Middleton Campbell and the stream of Ardincaple Glen numbered 69 on the deposited plans in the parish of Row at the rate of three hundred pounds per acre ;

(B.) In respect of lands between the last-mentioned point and the property numbered 102 on the deposited plans (including that property) in the said parish of Row at the rate of one hundred and eighty pounds per acre ;

(C.) In respect of lands between the last-mentioned point and the stream which divides the properties numbered 204 and 205 on the deposited plans in the said parish of Row at the rate of ninety pounds per acre ;

(D.) In respect of lands between the last-mentioned point and the property numbered 12 (but not including that property) in the parish of Arrochar on the deposited plans at the rate of sixteen pounds ten shillings per acre ;

(E.) In respect of lands between the last-mentioned point and the line which divides the property numbered 48 from the property numbered 50 on the deposited plans in the said parish of Arrochar at the rate of forty-eight pounds per acre ;

(F.) In respect of lands between the last-mentioned point and the boundary between the Luss estate and the estate of Glenfalloch in the said parish of Arrochar at the rate of sixteen pounds ten shillings per acre ;

(4.) The amount of such purchase money and compensation shall be payable from time to time as and when the Company take possession of the land with interest thereon at the rate of five pounds per centum per annum until payment but the Company on payment of the purchase money and compensation in respect of any land may deduct therefrom interest at the rate of two pounds per centum per annum for the unexpired periods of any leases to which such land may be subject and the Company shall pay for all land intended for streets or roads but which are not then made and opened so far as such land is taken for the railway ;

(5.) The amounts to be paid to the trustees by the Company as aforesaid shall be paid satisfied and discharged as to one half thereof in money and as to the remaining half thereof in fully paid shares of the Company at par which shares the trustees

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are hereby empowered to take and to hold on the like trusts for the same purposes and in the same manner as the lands in part payment whereof the shares were issued stood settled but with power to the trustees to sell dispose of and transfer the said shares or any number or part thereof when they shall deem it advisable to do so and at such prices as they may be able to obtain therefor and to hold or apply the price thereof under the said trusts and the Company shall not be bound to see to the application of or be liable for any loss or non-application of any dividend received by the trustees on such shares or of any purchase money or other consideration received by the trustees upon any sale or disposition of the said shares;

(6.) The trustees shall not be called upon to furnish the Company with searches of incumbrances but shall otherwise be bound to satisfy the Company that the land acquired by them is free from all incumbrances and shall relieve the Company of any existing incumbrances thereon and the expense of any deeds required by the Company for that purpose shall be borne by the Company;

(7.) In constructing the said railway the Company shall not purchase take or acquire any portions of the bed or solum of Loch Lomond and shall not under this Act acquire any right title or interest in the said loch or in any portion of the bed or solum of the said loch ex adverso of the line of railway or otherwise;

(8.) Before entering upon any plantation belonging to the trustees for the purpose of constructing Railway No. 1 the Company shall give to the trustees three months notice in writing thereof and until the expiry of such notice the trustees may cut down and remove any timber therein for their own use and profit;

(9.) In all conveyances of land by the trustees to the Company there shall be reserved to the grantors and their successors in estate the game and rabbits therein and the right to hunt and shoot the same together with the right to enter on all such lands and the railway constructed thereon at any point for such purposes;

(10.) No stone or rock taken from any land acquired by the Company from the trustees shall be used for any purpose not connected with the railway;

(11.) The Company shall make bridges for the purpose of carrying the intended continuations northwards of the next undermentioned roads in the Helensburgh district over or under the railway (as the case may be) having widths of road not

less than the widths herein-after mentioned in connexion therewith respectively (that is to say) :— A.D. 1889.

Name of Road.	Width of Road.
Sinclair Street.	40 feet.
Old Luss Road.	30 feet.
Glenfinlas Street.	30 feet.
Campbell Street.	30 feet.
Woodend Street.	30 feet.

Provided always that in the case of bridges over the railway the Company shall not be required to build any of such bridges in so far as the said roads have not been formed at the time of constructing the railway until such roads are carried up to within fifty yards of the railway;

(12.) In addition to the other works mentioned in this section the Company shall make and maintain for the accommodation of the trustees their feuars and tenants the accommodation works marked on a plan docquetted and signed by the said Messieurs Formans and McCall on behalf of the said promoters and by the said William Robertson Copland on behalf of the trustees and dated the fourth day of March 1889 (except such of the said accommodation works as are situate upon the entailed lands and estate belonging to Sir James Colquhoun of Luss aforesaid Baronet) Provided that the accommodation works (except as aforesaid) marked on the said plan shall (except that the bridges in the Helensburgh district are not to be less than five in number and not of less width than shown on the said plan) be subject to such increase or decrease in number and to such modification in character position or dimensions as the engineers of the Company and the trustees respectively or an oversman to be named by them before entering upon the consideration of the matter may determine;

(13.) Plans and sections of every bridge to be constructed by the Company upon lands belonging to the trustees and the approaches to such bridges shall be submitted to the engineer for the time being of the trustees for approval before the construction thereof is commenced and if there shall be any difference between the trustees and the Company with reference to the design character dimensions or construction of any such bridge or as to the inclination of the approaches thereto or otherwise in relation to such bridge or approaches

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the same shall be determined by the engineers of the parties or their oversman as provided in the last preceding sub-section;

(14.) The trustees may at any time after the completion of Railway No. 1 at their own expense construct such and so many bridges of stone brick or iron over or under the railway and also such and so many culverts under the railway as they may require for the accommodation of themselves their feuars or tenants and may from time to time when required alter or enlarge the same but such bridges where built over the railway shall be as regards height over the railway of not less height and whether built over or under the railway shall be built not less substantially than the bridges constructed by the Company In the event of any footbridge being made in the first instance across the railway for the accommodation of the trustees their feuars or tenants the trustees shall be at liberty at any time thereafter at their own expense where required to alter or enlarge the same or to construct road-bridges over the railway in lieu thereof All such bridges culverts and works shall be constructed under the superintendence of the Company's engineer and according to plans sections and specifications to be first submitted to and approved of by him and so as not to endanger or interfere with the working of the railway and all such bridges (whether new altered enlarged or substituted) and culverts when completed shall be maintained by the Company;

(15.) The Company shall implement all obligations occurring in existing feu charters or contracts granted by the trustees or their predecessors connected with or affecting the land acquired by the Company from the trustees in the same manner and to the same extent as if the land so acquired had been feued to the Company under burden of such or corresponding obligations and shall relieve the trustees of all such obligations prestable from them Provided always that the implement of such obligations by the Company shall not be inconsistent with the construction maintenance or working of the railway;

(16.) Any difference which may arise between the Company or their engineer on the one hand and the trustees or their engineer on the other hand as to the true intent and meaning of any of the foregoing provisions of this section or as to any works to be executed or things to be done thereunder or as to the mode of giving effect thereto shall where not otherwise herein-before expressly provided be determined by arbitration in the manner prescribed by the Railways Clauses Consolida-

tion (Scotland) Act 1845 for the settlement of disputes by arbitration;

(17.) The Company shall pay to the trustees along with the foresaid price of the lands to be acquired by them from the trustees the expenses which have been incurred by the trustees to their engineer for examining and reporting on the deposited plans and the roads bridges and other works required for the accommodation of their lands and adjacent lands and in connexion with the plans and survey of the altered line of railway along Loch Lomond delineated on the supplemental plans and the expenses incurred or to be incurred by the trustees in connexion with the measurement and the ascertaining and adjustment of the price of the land to be acquired by the Company from the trustees and of the conveyance or conveyances of such land to the Company and also the expenses to be incurred by the trustees in connexion with such of the various works referred to in this section as are to be carried out before or during the construction of the railway where the trustees are entitled to have the plans of such works submitted to them or such works executed to the satisfaction of their engineer Provided that all the foregoing expenses shall be settled in case of difference by arbitration.

For protection of Sir James Colquhoun of Luss Baronet.

30. For the protection of Sir James Colquhoun of Luss Baronet heir of entail in possession of the entailed lands and estate of Luss in the county of Dumbarton or other the owner for the time being of the same lands and estate (all of whom are herein-after included in the expression "the said owner") the following provisions shall have effect and be carried into execution subject to any alterations thereof which may be hereafter agreed upon between the Company and the said owner (that is to say):—

(1.) The amount of the purchase money or compensation to be paid to the said owner for any lands (exclusive of buildings) to be purchased or taken from him (including damage by severance) shall be at the rate of ninety pounds per acre;

(2.) The amount of such purchase money and compensation shall be payable from time to time as and when the Company take possession of the land with interest thereon at the rate of five pounds per centum per annum until payment but the Company on payment of the purchase money and compensation in respect of any land may deduct therefrom interest at the rate of two pounds per centum per annum for the unexpired periods of any leases to which such land may be subject;

(3.) The said owner shall not be called upon to furnish the Company with searches of incumbrances but shall otherwise be

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bound to satisfy the Company that the land acquired by them is free from all incumbrances and shall relieve the Company of any existing incumbrances thereon and the expense of any deeds required by the Company for that purpose shall be borne by the Company;

(4.) In all conveyances of land by the said owner to the Company there shall be reserved to the grantor and his successors in estate the game and rabbits therein and the right to hunt and shoot the same together with the right to enter on all such lands and the railway constructed thereon at any point for such purpose;

(5.) No stone or rock taken from any land acquired by the Company from the said owner shall be used for any purpose not connected with the railway;

(6.) The Company shall make and maintain for the accommodation of the said owner and his tenants such of the accommodation works marked on the plan referred to in sub-section 12 of the last preceding section of this Act as are situate on his said lands and estate Provided that such accommodation works shall be subject to such increase or decrease in number and to such modification in character position or dimensions as the engineers of the Company and the said owner respectively or an oversman to be appointed by them before entering upon the consideration of the matter may determine;

(7.) Plans and sections of every bridge to be constructed by the Company upon lands belonging to the said owner and the approaches to such bridges shall be submitted to the engineer for the time being of the said owner before the construction thereof is commenced and if there shall be any difference between the Company and the said owner with reference to the design character dimensions or construction of any such bridges or as to the inclination of the approaches thereto or otherwise in relation to such bridges or approaches the same shall be determined by the engineers of the parties or their oversman as provided in the last preceding sub-section;

(8.) The said owner may at any time after the completion of Railway No. 1 at his own expense construct such and so many bridges of stone brick and iron over or under the railway and also such and so many culverts under the railway as he may require for the accommodation of himself and his tenants and may from time to time when required enlarge the same but such bridges where built over the railway shall be as regards height over the railway of not less height and whether built over or

under the railway shall be built not less substantially than the bridges constructed by the Company In the event of any foot-bridge or other bridge being made in the first instance across the railway for the accommodation of the said owner and his tenants the said owner shall be at liberty at any time thereafter at his own expense where required to alter or enlarge the same or to construct road-bridges over the railway in lieu thereof All such bridges culverts and works shall be constructed under the superintendence of the Company's engineer and according to plans sections and specifications to be first submitted to and approved of by him and so as not to endanger or interfere with the working of the railway and all such bridges (whether new altered enlarged or substituted) and culverts when completed shall be maintained by the Company ;

(9.) Any difference which may arise between the Company and their engineer on the one hand and the said owner or his engineer on the other hand as to the true intent and meaning of any of the foregoing provisions of this section or as to any works to be executed or things to be done thereunder or as to the mode of giving effect thereto shall where not otherwise herein-before expressly provided be determined by arbitration in manner provided by the Railways Clauses Consolidation (Scotland) Act 1845 for the settlement of disputes by arbitration ;

(10.) The Company shall pay to the said owner along with the aforesaid price of the lands to be acquired by them from the said owner the expenses incurred by him in connexion with the measurement and the ascertaining and adjustment of the price of the lands to be acquired by the Company from him and of the conveyance or conveyances of such lands to the Company and also the expenses incurred by the said owner in connexion with such of the various works referred to in this section as are to be carried out before or during the construction of the railway where the said owner is entitled to have the plans of such works submitted to him or such works executed to the satisfaction of his engineer Provided that all the foregoing expenses shall be settled in case of difference by arbitration.

For protection of the lands of the Marquis of Breadalbane in the counties of

31. For protection of the most Honourable Gavin Campbell Marquis of Breadalbane and his successors in estate owners of lands in the counties of Perth and Argyll through which Railways No. 1 No. 2 and No. 4 by this Act authorised are intended to be made (who are herein-after in this section called and intended to be

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included in the expression "the said Marquis") the following provisions shall have effect (that is to say):—

(1.) The accommodation works which the Company are by the Railways Clauses Consolidation (Scotland) Act 1845 required to make and maintain for the accommodation of the lands of the said Marquis adjoining the said railways and also the value of the land to be taken for the said railways and the compensation to be paid for severance and any other permanent damage or injury to the lands of the said Marquis shall be such as may be fixed and determined by John Robertson of Old Blair Blair Athol or him failing by Allan Kirkwood of Glasgow land valuator and him failing by arbitration in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 for determining questions of disputed compensation;

(2.) The Company shall make and maintain a station for passengers goods and cattle at Tyndrum and another similar station at or near the Bridge of Orchy but shall not make any other railway station on land belonging to the said Marquis north of the station intended to be placed at or near the Bridge of Orchy without the consent in writing of the said Marquis And the said Marquis shall and will if required by the Company sell and convey to the Company any land belonging to him that may be required by them and necessary for the purpose of making approaches to any of their stations whether within or beyond the limits of deviation laid down upon the deposited plans at a price to be fixed by the said John Robertson or failing him in manner aforesaid Provided always that the Company shall not construct any bridge for the purpose of carrying any road from the said intended station at or near the Bridge of Orchy or otherwise over the River Orchy in such a manner as to interfere with or prejudicially affect the salmon pools on that river respectively known as Sandy Pool Island Pool and Elbow Pool;

(3.) Before breaking ground or commencing any work on any portion of the land of the said Marquis the Company shall pay to the said Marquis the sum of one thousand pounds as compensation for all damage to the deer forest of the said Marquis arising from the disturbance of the deer therein by or in consequence of the construction of the said railways or any of them;

(4.) The foregoing provisions of this section shall be in addition to and not in substitution for or limitation of any other liability or obligation imposed on the Company by the Lands Clauses

Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the Railways Clauses Consolidation (Scotland) Act 1845 and the Railways Clauses Act 1863 or any of those Acts so far as the same Acts are respectively incorporated with this Act.

Confirmation of scheduled agreement with William Middleton Campbell of Colgrain.

32. The articles of agreement between the Right Honourable William Frederick Scarlett Baron Abinger and Donald Cameron of Lochiel on behalf of the promoters of the Bill for this Act of the first part and William Middleton Campbell of Colgrain of the second part set forth in the Second Schedule to this Act so far as the said agreement remains to be performed are hereby confirmed and made binding on the Company and the said William Middleton Campbell respectively and shall be carried into effect in like manner in all respects as if the same were in terms enacted in the body of this Act Provided always that the Company shall if required by the Luss Trustees alter the position of the accommodation road (3) specified in article second of the said agreement so as to leave a space not exceeding three hundred feet in depth between the said road and the northern side of the line of railway and shall if necessary carry the said road over the Drumfork Burn by means of a bridge or culvert in order to connect the same with the lands of the said William Middleton Campbell lying on the east side of the said burn and such road shall be formed drained and fenced off to the satisfaction of the engineer for the time being of the said trustees and maintained by the Company but when and so soon as any portion of the land abutting on the said road has been feued off the Company's obligation to maintain the portion of road to the centre thereof ex adverso of such feu shall cease and determine.

Access to shore at Fort William.

33. In constructing Railway No. 6 by this Act authorised the Company shall make and permanently maintain at their own expense for the free use of the public such footways and carriageways over under or across the railway as the Board of Trade may direct or approve and shall also construct and maintain at their own expense for the free use of the public on the seaward side of the embankment of the same railway such boat slips as the Board of Trade may direct or approve.

For protection of Andrew Charles Henderson.

34. Nothing in this Act contained shall authorise the Company to take use or in any manner interfere with any land or property belonging or reputed to belong to Andrew Charles Henderson shown on the deposited plans and described in the deposited books of reference in the parish of Row and county of Dumbarton without the previous consent in writing of the said Andrew Charles Henderson.

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For protection of Helensburgh Police Commissioners.

35.—(1.) The provisions of sections 18 to 23 of the Railways Clauses Consolidation (Scotland) Act 1845 shall extend and apply to the gas water and sewer pipes belonging to or under the control of the commissioners of police of the burgh of Helensburgh (hereinafter called "the said commissioners of police") which shall be required to be removed or replaced for the purpose of constructing the railway as if the same were pipes laid down by a gas or water company.

(2.) The water main in the line of Sinclair Street shall be carried across the railway on the bridge by which that street will be carried over the railway in two branches one on each side of the bridge or otherwise to the reasonable satisfaction of the burgh surveyor of the said burgh.

(3.) The Company shall allow the said commissioners of police at their own expense when necessary and without payment of way-leave or other like charge to lay across or along the railway or in the roadways of the bridges constructed over or under the railway or through the culverts constructed under the railway or where laid to relay or enlarge or to lay additional gas water and sewer pipes or where necessary to construct new or additional culverts under the railway for that purpose All such works shall be executed under the superintendence of the Company's engineer and according to plans sections and specifications to be first submitted to and approved by him and shall be executed and maintained in such a manner as not to endanger the railway or the working thereof.

(4.) Any difference which may arise between the said commissioners of police or the said burgh surveyor on the one hand and the Company or their engineer on the other hand as to any works to be executed under this section or as to the mode of giving effect thereto or as to the necessity for such works shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation (Scotland) Act 1845 for the settlement of disputes by arbitration.

For the protection of Mrs. Margaret McDonald of Belmore.

36. Nothing in this Act contained shall authorise the Company to take use or in any manner interfere with the land or property known as Belmore in the parish of Row in the county of Dumbarton belonging or reputed to belong to Margaret McDonald and delineated and coloured round with a red line upon a plan signed in duplicate by the Right Honourable William Frederick Scarlett Baron Abinger and Donald Cameron of Lochiel on behalf of the Company and by the said Margaret McDonald as relative hereto without the previous consent in writing of the said Margaret McDonald or her successors in estate and the Company shall not in

the construction of Railway No. 1 deviate the centre line thereof ex adverso of the eastern boundary of Belmore more than twenty yards westwards from the intended centre line of that railway as delineated upon the said plan.

For the protection of Colonel Walker of Loch Treig.

37. The Company shall make a siding for passengers goods and animals at a point between Gauer Water and Loch Treighead to be approved of by the Company's engineer for the use of the public and George Gustavus Walker of Loch Treig in the county of Inverness his heirs and assigns and the said George Gustavus Walker his heirs and assigns shall and will if required by the Company convey and grant to the Company such lands belonging to him or any easement or right over such lands that may be required by the Company for the purpose of making an approach or approaches to any station for passengers goods and animals to be made by the Company between the Gauer Water and Loch Treig and shall not require the Company to pay any price for such lands.

The Company shall if required by the said George Gustavus Walker erect and maintain a good and sufficient wire fence of a height of not less than three feet nine inches with iron standards along one side of the railway where the same passes through his estate of Loch Treig and they shall if required by the said George Gustavus Walker in writing before commencing to erect such fence construct the same or such part thereof as he shall require five feet nine inches in height for the purpose of a deer fence and the said George Gustavus Walker shall repay to the Company the expense of the three additional wires required for heightening the fence or such part thereof as he shall require to be so heightened.

For protection of the owners of certain lands in the counties of Perth and Inverness.

38. The Company shall if required by any owner of lands through which Railway No. 2 passes northwards of the boundary line between the parish of Fortingall and the united parish of Glenorchy and Inishail other than the lands of the said George Gustavus Walker of Loch Treig aforesaid erect and maintain a good and sufficient deer fence instead of an ordinary fence along one side of the said railway where the same passes through the lands of such owner.

Construction of Railway No. 1 through Helensburgh and protection of owners and others in

39. Whereas Railway No. 1 is intended to be carried to the north of and near to Rossdhu Drive in the burgh of Helensburgh and parish of Row which street is occupied by villas of a superior class and it is necessary to make provision for the mode in which the works shall be executed and for the protection of the owners and occupiers of the houses on the south side of Rossdhu Drive between the eastern boundary of Hapland on the east and the

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Rossdhu Drive.

Glennan Burn on the west and which portion of said street is in this section referred to as Rossdhu Drive Therefore—

(1.) Railway No. 1 shall be made in cutting as shown upon the deposited plans eastwards of the Glennan Burn to the eastern boundary of the villa known as Hapland The flow and course of Milligs Burn and Mill Lade shall be preserved by the Company within the grounds of any of the houses in Rossdhu Drive.

(2.) Notwithstanding anything in this Act or in any of the incorporated Acts contained it shall not be lawful for the Company within the limits prescribed in the preceding sub-section to deviate upwards from the levels of the railway as shown upon the deposited plans or to deviate southwards from the line delineated upon the deposited plans as the intended line of railway.

(3.) No part of the Company's works shall be brought further south than the north side of Rossdhu Drive and no erection except a retaining wall and signal-box and signals shall at any time be made on the land between Rossdhu Drive and the rails and no part of it shall be used as a lie or siding.

(4.) The Company shall simultaneously with the execution of their other works erect and thereafter maintain along the north side of Rossdhu Drive a good and sufficient wall of four feet in height built of dressed stone with suitable copestone They shall also simultaneously with the erection of the said wall form Rossdhu Drive of the full width of sixty feet in so far as not already formed with footpaths and watercourses on each side and with sewers all in the manner required in the feu contracts of the owners of houses in Rossdhu Drive.

(5.) The Company shall when required raise to a height of nine feet the boundary walls along the south line of Rossdhu Drive of the owners of houses in Rossdhu Drive.

(6.) Any station formed in connexion with the railway within the limits mentioned in sub-section (1) of this section shall be upon the north side of the railway but the Company may if they require it have a passenger platform and relative accommodation upon the south side of the railway No communication shall be made between the railway or the station or platform and Rossdhu Drive.

(7.) Any station formed within said limits shall not be used or permitted to be used by the Company for loading or unloading of dung manure or any other article which may be offensive or noisome to the owners or occupiers of houses in Rossdhu Drive.

(8.) The working and use of the railway within said limits shall be carried on so as to cause as little inconvenience and disturbance as may be to the owners and occupiers of houses in Rossdhu Drive.

(9.) The provisions and remedies in this section contained shall not in any way limit or affect any rights or remedies to which the owners and occupiers of or other parties interested in houses in Rossdhu Drive are or may be entitled by this Act or by any of the incorporated Acts but are in addition thereto.

For protection of Callander and Oban Railway Company.

40. For the protection of the Callander and Oban Railway Company (herein-after in this section called "the Oban Company") the following provisions shall have effect and be carried into execution (that is to say):—

(1.) The Company shall carry Railway No. 2 over the Callander and Oban Railway (herein-after in this section called "the Oban Railway") by a bridge having a clear span of not less than twenty-eight feet on the square and a clear height above the level of the rails of that railway of not less than fourteen feet six inches throughout and the distance of the abutments of such bridge from the existing line of rails shall be fixed by the engineer of the Oban Company and the centre line of the railway shall not be deviated more than one hundred and fifty feet to the eastward of the position thereof shown on the deposited plans.

(2.) The Company shall not take or acquire any lands or other property belonging to the Oban Company but only an easement over the same for the purpose of constructing the works by this Act authorised in the manner by this Act provided.

(4.) One month at least before commencing any works in any way affecting any works or lands of the Oban Company the Company shall submit to the Oban Company plans sections and specifications of such works and all such works and all operations of the Company in connexion therewith shall be made and conducted to the reasonable satisfaction of the engineer of the Oban Company or in the event of any difference between the Company and the Oban Company or their respective engineers to the satisfaction of an engineer to be agreed on by those companies or failing agreement to be appointed by the Board of Trade.

Power to cross certain roads on the level.

41. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway herein-after

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mentioned carry the same with a single line only whilst such railway shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say):—

No. on deposited Plans.	Parish or united Parish.	Description of Road.
	Railway No. 2.	
2	Glenorchy and Inishail - -	Public carriage road.

And the Company shall construct and maintain a footbridge over the railway or a subway under the railway for foot passengers at the said level crossing.

Inclination of roads.

42. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited or supplemental Plans.	Parish or united Parish.	Description of Road.	Intended Inclination.
	Railway No. 1.		
8	Row - - - -	Private road	1 in 15 on one side and 1 in 20 on the other.
177	Row - - -	Private road	1 in 8 on one side.
211	Row - - -	Public road -	1 in 16 on one side.
247	Row - -	Public road -	1 in 17 on both sides.
12	Luss - -		
16	Killin - - -	Public road -	1 in 20 on one side.
	Railway No. 2.		
89	Killin - - -	Public road -	1 in 15½ on one side.
2	Glenorchy and Inishail	Public road -	1 in 11 on one side.
2	Glenorchy and Inishail	Public road -	1 in 20 on one side.
2	Glenorchy and Inishail	Public road -	1 in 15 on one side.
163	Kilmonivaig - -	Public road -	1 in 15 on one side and 1 in 20 on the other.
	Railway No. 4.		
16	Killin - - -	Public road -	1 in 16 on one side.
44	Killin - - -	Public road -	1 in 20 on one side.

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Height and span of bridges.

43. The Company may make the arches of the bridges for carrying the railways next herein-after mentioned respectively over the roads 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):—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
		Railway No. 1.		
177	Row - - -	Private road	12 feet -	20 feet.
211	Row - - -	Public road -	14 feet -	24 feet.
26	Arrochar - -	Public road -	16 feet -	24 feet.
		Railway No. 2.		
44	Killin - - -	Public road -	15 feet -	20 feet.
		Railway No. 4.		
44	Killin - - -	Public road -	15 feet -	20 feet.

Widths of certain roadways.

44. The Company may make the roadway over the bridges by which the following roads will be carried over the railways next herein-after mentioned respectively of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plans.	Parish or united Parish.	Description of Road.	Width of Roadway.
		Railway No. 1.	
13	Row - - -	Private road -	18 feet.
87	Row - - -	Public road -	20 feet.
211	Row - - -	Public road -	24 feet.
12	Luss - -	Public road -	18 feet.
76	Arrochar - -	Public road -	24 feet.
16	Killin - - -	Public road -	20 feet.
		Railway No. 2.	
89	Killin - - -	Public road -	20 feet.
2	Glenorchy and Inishail	Public road -	20 feet.
59	Kilmonivaig - -	Private road -	18 feet.
163	Kilmonivaig - -	Public road -	18 feet.
223	Kilmonivaig - -	Public road -	25 feet.

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For the protection of the Lorn District Road Trustees.

45. For the protection of the road leading from Tyndrum to Inveroran under the management and within the district of the road trustees for the Lorn district of Argyllshire (herein-after in this section referred to as "the trustees") the following provisions shall have effect (that is to say):—

(1.) Fourteen days before commencing any diversion or other alteration of the road a plan section and specification of such diversion or alteration and of any works to be made for the protection of such diverted or altered road shall be submitted by the Company to the road surveyor for the time being of the trustees;

(2.) The Company shall not in diverting the road make any curve of any diverted portion of road sharper than the existing curves at other parts of the road;

(3.) Where in the construction of Railway No. 2 any hill stream or streams is or are concentrated or diverted and carried under the railway by means of a culvert the Company shall where the railway is at a higher level on the hillside than the road and if necessary construct in the case of each such concentration or diversion a culvert under the road of corresponding dimensions to that for carrying such stream under the railway and shall execute the necessary works for conducting the water of the stream to such culvert;

(4.) Any difference which may arise between the trustees and the Company as to the nature or mode of executing any works affecting the road shall be determined by an arbiter to be appointed by the Board of Trade and the costs of such arbitration shall be in the discretion of the arbiter.

New portions of road to be subject to same provisions as existing roads.

46. All new portions of road authorised by the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 incorporated with this Act to be formed in lieu of roads altered or diverted shall as respects management maintenance and tolls (where tolls are leviable) and in all other respects be held as parts of and be subject to the same provisions as the existing roads altered or diverted as aforesaid respectively.

Power to take easements &c. by agreement.

47. 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 servitude 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 ground annuals or feu duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements servitudes rights and privileges as aforesaid respectively.

Restrictions on displacing persons of labouring class.

48.—(1.) The Company shall not under the powers of this Act 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 unless and until—

(A.) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B.) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme.

(2.) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally and after the Secretary for Scotland has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4.) Any provision of any scheme under this section or any conditions subject to which the Secretary for Scotland may have approved of any such scheme or of any modifications of any such

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scheme or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary for Scotland.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any such house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase section 90 of the Public Health (Scotland) Act 1867 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(8.) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under

this section and for giving effect to any of the provisions of this section and he and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them under the Public Health (Scotland) Act 1867 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9.) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any provisional order under this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any inquiry and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed.

(10.) For the purpose of this section the expression "labouring class" means and 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.

Power to limited owners to take shares for land.

49. Subject to the provisions herein-after contained it shall be lawful for any limited owner named in the Third Schedule to this Act of any lands shown on the deposited or supplemental plans and described in the deposited or supplemental books of reference required by the Company for the purposes of any part of their undertaking or railways to agree with the Company that the consideration to be paid for the same and the compensation (if any) to be paid for any permanent damage or injury to any such lands shall be wholly or in part the allotment to such limited owner of such number of shares in the capital of the Company as shall be agreed upon between such owner and the Company:—

(1.) For the purposes of this section the expression "limited owner" includes any person or persons named in the said schedule and empowered under the seventh section of the Lands Clauses Consolidation (Scotland) Act 1845 to sell and convey or release lands or any estate or interest therein to the promoters of the undertaking.

(2.) All shares issued pursuant to this section to any limited owner shall be deemed to be fully paid up shares in the capital

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of the Company and the names of the holders thereof shall be inserted as such in the register of shareholders.

(3.) All shares issued pursuant to this section to any limited owner shall be held upon the like uses and trusts and for the same purposes and in the same manner as the lands in consideration for which such shares are issued stood settled immediately before the conveyance of such lands to the Company.

(4.) The Company shall make an entry in their register of shareholders of the uses trusts and purposes aforesaid and subject to the uses trusts and purposes affecting such shares such limited owner in respect thereof shall have all the other rights and powers of a shareholder of the Company.

(5.) The Company shall not be bound to see to the application of any dividend payable to a limited owner or be in any way responsible with respect to the application thereof.

Power to limited owners to convey lands free of charge in certain cases.

50. It shall be lawful for any limited owner named in the Third Schedule to this Act whose land the Company are authorised to take for the purposes of their undertaking to grant convey or dispose of the same or any portion thereof to the Company free of cost and such grant conveyance or disposition shall confer a good title to the lands described therein.

Owners may be required to sell parts only of certain properties.

51. And whereas in the construction of the railways hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings 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 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the lands houses or other buildings described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbiters oversman or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise Provided always that nothing in this section contained shall be held as determining that the properties described in the said schedule are

properties within the meaning of the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act 1845. A.D. 1889.

Deposit money not to be repaid except so far as railways are opened.

52. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of thirty-seven thousand and seventy pounds and four shillings being equal to five per centum upon the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as introduced into Parliament has been deposited with the Queen's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in respect of the application to Parliament for this Act And whereas two of the said railways (that is to say) Railways No. 3 and No. 5 so proposed to be authorised were struck out of the Bill during its progress through Parliament And whereas the sum of twenty-seven thousand three hundred and fifty-eight pounds fifteen shillings represents not less than five per centum upon the estimate of expense of the railways by this Act authorised (which last-mentioned sum is herein-after referred to as "the railway deposit fund") And whereas a sum of one thousand and twenty-four pounds and sixteen shillings being equal to four per centum upon the amount of the estimate in respect of certain piers proposed to be authorised by the Bill for this Act and struck out of the Bill during its progress through Parliament (herein-after referred to as "the pier deposit fund") has also been deposited with the Queen's and Lord Treasurer's Remembrancer on behalf of the said Court in respect of the said application Be it enacted that notwithstanding anything contained in the said Act the railway deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railways the Court shall on the application of the depositors or the majority of them order the portion of the railway deposit fund specified in the certificate to be paid or transferred to them or as they shall direct

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and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

53. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers then and in every such case the railway deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the Edinburgh Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subject to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit and if no such compensation is payable or if a portion of the railway deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a judicial factor has been appointed shall wholly or in part be paid or transferred to such judicial factor or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the railway deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Repayment of part of deposit money.

54. On the application of the depositors or of the executors or administrators of the last survivor of them at any time after the passing of this Act the Court of Exchequer in Scotland or in time of vacation the Lord Ordinary officiating on the Bills in the Court of Session in Scotland may and shall order that the sum of nine

thousand seven hundred and eleven pounds nine shillings transferred into Court as aforesaid over and above the railway deposit fund and the pier deposit fund and the interest and dividends thereon shall be paid to them or him or to any other person or persons whom they or he may appoint in that behalf.

Period for completion of railways.

55. If the railways are 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 railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls:

56. The Company may demand and take in respect of the use of the railways or any of them or any part thereof any tolls not exceeding the following (that is to say):—

In respect of passengers and animals conveyed on the railways:—

For passengers:

For every person twopence per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one penny per mile;

For animals:

Class 1. For every horse mule ass or other beast of draught or burden threepence per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of twopence per mile;

Class 2. For one ox cow bull or head of neat cattle threepence per mile for two oxen cows bulls or neat cattle the property of the same person twopence per head per mile and for more than two oxen cows bulls or neat cattle the property of the same person one penny halfpenny per head per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one penny halfpenny per mile;

Class 3. For every calf or pig one penny halfpenny per mile and for every sheep lamb or other small animal one penny per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one halfpenny per mile:

In respect of goods and minerals conveyed on the railways:— For goods.

Class 4. For all coal dung compost manure (except guano and artificial manures) lime limestone and all undressed materials for the repairs of public roads or highways per ton per mile twopence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny;

Class 5. For all coke culm charcoal cinders stones for building pitching and paving bricks tiles slates clay sand ironstone

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iron ore pig iron bar iron rod iron hoop iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise per ton per mile twopence halfpenny and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny;

Class 6. For all sugar grain corn flour hides dyewood earthenware guano artificial manures timber staves deals and metals (except iron) nails anvils vices and chains per ton per mile threepence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny halfpenny;

Class 7. For all cotton and other wools drugs manufactured goods fish and other wares merchandise articles matters and things (except small parcels and single articles of great weight as herein-after defined) per ton per mile fourpence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of twopence:

In respect of carriages conveyed on the railways:—

For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton if conveyed on a truck or platform belonging to or provided by the Company sixpence per mile and one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

57. The tolls which the Company may demand and take for the use of engines for propelling carriages on the railways by this Act authorised shall not exceed one penny per mile for each passenger or animal or for each ton of goods or other articles in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls and charges.

58. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short distances;

For all passengers animals or goods conveyed on the railways for a less distance than four miles the Company may demand tolls and charges as for four miles;

Fractional parts of a mile;

For a fraction of a mile beyond four miles or beyond any greater number of miles the Company may demand tolls and charges as for one mile;

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton; Fractional parts of a ton;

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight; General weight;

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity. Weight of stone and timber.

59. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight or length notwithstanding anything contained in this Act the Company may demand and take any tolls not exceeding the following (that is to say):— Tolls for small parcels and articles of great weight or length.

For the carriage of small parcels on the railways:—

For any parcel not exceeding seven pounds in weight—

If carried for a distance not exceeding thirty miles threepence;

If carried for a distance exceeding thirty miles sixpence:

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight—

If carried for a distance not exceeding thirty miles fivepence;

If carried for a distance exceeding thirty miles tenpence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight—

If carried for a distance not exceeding thirty miles sevenpence;

If carried for a distance exceeding thirty miles one shilling and twopence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight—

If carried for a distance not exceeding thirty miles ninepence;

If carried for a distance exceeding thirty miles one shilling and sixpence:

And for any parcel exceeding fifty-six pounds in weight such sum as the Company think fit:

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee

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meal and the like shall not be deemed small parcels but that term shall only apply to single parcels in separate packages:

For the carriage of single articles of great weight on the railways:—

For any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed one ton but shall not exceed four tons the Company may demand such sum as they think fit not exceeding fourpence per ton per mile and if such weight shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding eightpence per ton per mile and if such weight shall exceed eight tons the Company may demand such sum as they think fit;

For any single consignment of timber stone machinery or other single article which on account of the length thereof may require more than one carriage the Company may demand such sum as they think fit.

Maximum rates for passengers.

60. The maximum rates of charge to be made by the Company for the conveyance of passengers on the railways including the tolls for the use of the railways and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following sums (that is to say):—

For every passenger conveyed in a first-class carriage threepence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny halfpenny per mile.

Maximum rates for animals and goods.

61. The maximum rates of charge to be made by the Company for the conveyance of animals goods and minerals (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

For every animal in Class 1 fivepence per mile;

For every animal in Class 2 threepence per mile;

For every animal in Class 3 twopence per mile;
For everything in Class 4 twopence per ton per mile;
For everything in Class 5 twopence halfpenny per ton per mile;
For everything in Class 6 threepence per ton per mile;
For everything in Class 7 fourpence per ton per mile;
And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway not weighing more than one ton carried or conveyed on a truck or platform per mile sixpence and if weighing more than one ton one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which such carriage may weigh:

Provided that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six cattle or twenty-five sheep and not containing more than that number shall not exceed ninepence per mile.

Passengers luggage.

62. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

63. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat or therefrom to the consignee.

Foregoing charges not to apply to special trains.

64. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the said railways.

Company may take increased charges by agreement.

65. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Application of provisions of Railway

66. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future

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and Canal Traffic Act 1888 as to revision of rates.

session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be six months from the date of the passing of this Act or such further time as the Board of Trade may permit.

Confirmation of scheduled agreement with the North British Railway Company.

67. The agreement between the North British Railway Company of the first part and the Right Honourable William Frederick Scarlett Baron Abinger and Donald Cameron of Lochiel on behalf of the Company of the second part and set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the North British Railway Company and the Company respectively.

Working and traffic arrangements with North British Railway Company.

68. The Company on the one hand and the North British Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the North British Railway Company of the undertaking of the Company or any part thereof;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the undertakings of the contracting companies or either of them or any part thereof respectively;

The supply and maintenance during the continuance of any agreement for the use and working of the undertaking by the North British Railway Company of engines stock plant and machinery necessary for the purposes thereof and the employment of officers and servants for the conduct of traffic;

The fixing collection payment appropriation apportionment and distribution of the tolls rates charges receipts and revenues arising from the respective undertakings of the contracting companies or either of them or any part thereof respectively;

The payments and allowances to be made and the conditions to be performed with respect to the matters aforesaid.

Tolls on traffic conveyed partly on the railways and partly on

69. During the continuance of any agreement entered into or to be entered into under the provisions of this Act for the working or use of the railways or any part thereof by the North British Railway Company the railways of the Company and of the North British Railway Company shall for the purposes of short distance

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tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of the North British Railway Company for a less distance than four miles tolls and charges may only be charged as for four miles and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways of the Company and partly on the railways of the North British Railway Company.

other railways.

Joint committee.

70. Any joint committee which may be appointed by the Company and the North British Railway Company for carrying into effect the purposes of any agreement that may be entered into under the powers contained in the next but one preceding section shall be composed of such equal number of their directors respectively as they may think proper and in the event of any difference of opinion arising between the members appointed by and for the said companies respectively and composing the said joint committee the same shall be determined by an arbitrator to be appointed by such committee or on the application of either of the companies by the Board of Trade.

Saving rights of Postmaster-General under Telegraph Act 1878.

71. Nothing in this Act or in the agreement set forth in the Fourth Schedule of this Act or in any agreement made under the authority of this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works to which the said agreement set forth in the said Fourth Schedule applies or any railways or works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act or the making of any agreement under the authority of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is owned leased or worked by the North British Railway Company.

Power to pay interest out of capital during construction.

72. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company in addition to the sum of five hundred and forty thousand pounds (in this Act specified as the capital of the Company) to raise as part

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of such capital any further sum or sums not exceeding thirty-four thousand pounds for the purpose of paying and thereout to pay interest at such rate not exceeding three and a half pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

(A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by this Act has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same;

(B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;

(C.) The amount so paid for interest shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised;

(D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares;

(E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section:

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

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

73. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Saving rights of Crown under Crown Lands Act.

74. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Saving rights of the Crown in the foreshore.

75. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Provision as to general Railway Acts.

76. Nothing in this Act contained shall exempt the Company or their railways 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 by this Act.

Costs of Act.

77. 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.

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SCHEDULES.

THE FIRST SCHEDULE REFERRED TO IN THE FOREGOING ACT.

Describing Lands Houses or other Buildings Parts whereof only are required by the Company.

Parish.	Numbers on deposited Plans.
	Railway No. 1.
Row - - - -	45, 91, 202.
	Railway No. 2.
Killin - - - -	50.
Kilmonivaig - - -	84, 95, 95/1, 100, 131, 153, 154, 221.
Kilmallie - - -	51, 52, 53, 54, 61, 63, 64, 65, 66, 67, 69, 70, 71, 72, 73/1.
	Railway No. 6.
Kilmallie - - - -	5, 6, 7, 15, 16, 18, 27, 29, 35, 39, 40, 44, 45.

THE SECOND SCHEDULE REFERRED TO IN THE FOREGOING ACT.

ARTICLES OF AGREEMENT between the RIGHT HONOURABLE WILLIAM FREDERICK SCARLETT BARON ABINGER and DONALD CAMERON Esquire of Lochiel as authorised by and representing the promoters of a Bill presently depending in Parliament intituled "A Bill to incorporate the West Highland Railway "Company and to empower them to construct railways in "the counties of Dumbarton Perth Argyll and Inverness and "piers in connexion therewith and for other purposes" (said promoters being herein-after called the first party) of the first part and WILLIAM MIDDLETON CAMPBELL Esquire of Colgrain (herein-after called the second party) of the second part.

WHEREAS the first party are promoting a Bill now depending in Parliament intituled as aforesaid And whereas Railway No. 1 proposed by the said Bill will pass through the lands of the second party and he has intimated certain objections thereto and his intention if these objections are not removed of opposing the said Bill in Parliament And whereas in order to remove these objections and to obviate the threatened opposition the second party has made certain proposals to the first party which have been accepted And whereas it is proper that the agreement of parties should be reduced to writing with a view to its being confirmed by Parliament in the events herein-after mentioned Therefore the parties have agreed and do hereby agree as follows viz. :—

First.—Subject to the consents of the owners lessees and occupiers of the lands through which the proposed alteration of the line of railway herein-after mentioned and other necessary persons to such alteration being obtained and to the approval thereof by Parliament the said railway and relative works so far as the same are on the second party's property shall instead of being constructed in manner set forth on the deposited plans be constructed in the altered line and in the place and manner delineated upon a plan prepared by Messrs. Forman and McCall C.E. of Glasgow which is annexed docquetted and subscribed by the parties as relative hereto ;

Second.—If Parliament shall approve of the said alteration of the line of railway the following accommodation works shall be executed by the railway company to be incorporated as aforesaid herein-after called "the Company" viz. (1) An ornamental bridge under the railway where shown on the said plan with a span of 30 feet and 16 feet of headway (2) An accommodation road 30 feet in breadth along the east side of the railway from the point where said bridge crosses the railway to the Hayfield which is bounded by the Drumfork Burn on the north and east and marked A on the said plan (3) An accommodation road 30 feet in breadth from the point where the railway crosses the second party's march along the north-east side of the altered line of railway till it

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joins the Old Luss Road (4) A subway not less than 8 feet in height for foot passengers under the proposed line of railway at the point marked B on said plan and (5) A level crossing at the point marked C on said plan ;

Third.—There shall not be constructed on the land to be acquired from the second party as after mentioned without his consent in writing any works or buildings other than (1) (*a*) A double line of railway (*b*) Sidings for railway carriages but only on the western side of the railway embankment and no such sidings shall be used for carriage storage except where the embankment is at least 12 feet in height above the level of the rails of such sidings (2) Station buildings with the necessary approaches thereto to be grouped with existing buildings at the Craigendoran Station of the North British Railway Company's Glasgow Dumbarton and Helensburgh Railway (3) A signal cabin at the place marked D on the plan or as near thereto as conveniently may be consistently with the proper working of the junction with the Glasgow Dumbarton and Helensburgh Railway which shall not be higher than is necessary to meet the requirements of the Board of Trade and of ornamental construction (4) The said first-mentioned accommodation road and (5) The necessary signal-posts signals telegraph-posts wires and apparatus and other works and conveniences which may be from time to time required for the efficient maintenance working and use of the said proposed railway and junction or which may be required by the Board of Trade or Her Majesty's Postmaster-General ;

Fourth.—The slopes on both sides of the said railway so far as passing through the second party's lands shall be thickly planted with ornamental shrubs and kept by the Company as ornamental shrubbery in all time coming The telegraph poles if any on the said proposed line of railway where it passes through land belonging to the second party shall not exceed the height of the lowest telegraph poles on the North British Railway where it passes through the second party's land except where the wires are required to be carried across the railway and where practicable the poles shall be placed on the west side of the railway embankment at such a distance from the top as not to be visible from the rest of the second party's land ;

Fifth.—The whole of the works mentioned in articles second and fourth hereof and the grouping of the station buildings and the construction of the signal cabin mentioned in article third hereof shall be carried out to the reasonable satisfaction and at the sight (unless he shall fail to attend) of the second party or some competent person to be appointed by him and any difference which may arise between the second party or such person on the one hand and the Company or their engineer on the other hand as to the carrying out of the provisions of this article shall be determined by arbitration in the manner provided by the Railways Clauses Consolidation (Scotland) Act 1845 for the settlement of disputes by arbitration ;

Sixth.—The second party when required by the Company shall sell to the Company and the Company shall buy from him (1) 11·558 acres of land required for the construction of the said railway coloured red on the said plan (2) 4·120 acres of land severed from the second party's lands by the said railway coloured blue on the said plan (3) Any other land which

may be required for the construction of the said railway on the altered line or as near thereto as circumstances will permit within the limits of deviation shown on the plan referred to in article first hereof and the works connected therewith Until the price has been ascertained and paid the first party shall not enter on any of the said subjects except for the purpose of surveying and taking the levels of such lands and setting out the line of works nor have any right to the said subjects;

Seventh.—The second party's claim for compensation including the value of the land to be taken as aforesaid shall failing agreement between the second party and the Company be referred to Allan Kirkwood land agent in Glasgow on behalf of the second party and W. J. B. Martin factor to Malcolm of Poltalloch on behalf of the Company as valuators and if they do not agree to an oversman to be appointed by them before entering on the arbitration and the decision of such arbiters or oversman shall bind the parties or failing such arbiters shall be referred to arbitration in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 for determining questions of disputed compensation;

Eighth.—The costs of the second party of ascertaining the amount of the purchase money for land and compensation to be paid as aforesaid and the costs of the conveyance of such land to the Company shall be paid by the Company And the Company shall also pay to the second party his costs and expenses of and incidental to lodging his petition against the said Bill and this agreement but not exceeding fifty pounds at the time of the payment of the purchase money for the land taken from him;

Ninth.—The second party shall do what he can to obtain the consents of his tenants to the said alteration of the line of railway;

Tenth.—If the consents mentioned in article first hereof are obtained and the alteration of the line of railway is approved by Parliament this agreement shall be scheduled to the Bill and thereby confirmed and made binding on the Company and the second party respectively;

Eleventh.—This agreement is subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration herein it shall be competent to either party to withdraw the same;

Twelfth.—This agreement imposes no personal or pecuniary liability or obligation on the first parties.

In witness whereof the parties to these presents have hereunto set their hands this twenty-second day of March one thousand eight hundred and eighty-nine.

Abinger.
Donald Cameron.
W. Middleton Campbell.

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THE THIRD SCHEDULE REFERRED TO IN THE FOREGOING ACT.

Names of Limited Owners referred to in the 49th and 50th Sections of the foregoing Act.

Lord Abinger.
Sir James Colquhoun Baronet of Luss.
Donald Cameron of Lochiel.
Alfred Donald Mackintosh of Mackintosh.

THE FOURTH SCHEDULE REFERRED TO IN THE FOREGOING ACT.

IT is contracted and agreed between the NORTH BRITISH RAILWAY COMPANY incorporated by Act of Parliament of the first part and the RIGHT HONOURABLE WILLIAM FREDERICK SCARLETT BARON ABINGER and DONALD CAMERON of Lochiel being two of the promoters of and named in the Bill hereinafter mentioned specially authorised on this behalf by minute of the whole promoters dated the fourteenth day of February one thousand eight hundred and eighty-nine of the second part.

WHEREAS the second parties are promoting with others a Bill in Parliament for the purpose of forming themselves and others into a Company to be called the West Highland Railway Company and for authority to construct a line of railway to be called the West Highland Railway from Helensburgh in the county of Dumbarton to Fort William in the county of Inverness and thence to Loch Ailort on the western coast thereof and certain piers in connexion therewith And whereas the promoters have agreed to enter into the agreement herein contained for the working of the portion of the said line of railway from Helensburgh to Fort William by the first parties in connexion with their system of railways in manner herein-after provided Therefore the parties mutually agree with each other in manner following (that is to say):—

Article First.—The lines of railway set forth in said Bill to which these presents shall apply (herein-after referred to as "the railway") shall be limited to the distance between Helensburgh and Fort William and intermediate junction lines including a branch to join the Callander and Oban Railway but without prejudice to the second parties including in their Bill the line between Fort William and Arisaig.

Article Second.—In the event of an Act being obtained and the capital being subscribed the second parties shall as soon as convenient thereafter purchase at their expense the necessary land and shall make construct and complete the railway as a single line with rails weighing seventy-five pounds per yard and all stations station-masters houses gate-keepers houses engine

sheds sidings signal cabins signals cranes turntables water tanks with water supply wires speaking telegraphic apparatus and Tyer's train tablet system of working (unless otherwise agreed) and other works and conveniences necessary for working the traffic of the railway all in a good sufficient and substantial manner and to the satisfaction of the engineer of the first parties for the time being or in case of any difference of opinion between him and the engineer of the second parties respecting the same to the satisfaction of the Board of Trade on the application of either of the parties.

Article Third.—Upon the construction completion and opening by the sanction of the Board of Trade of the railway and each part thereof the first parties shall in perpetuity but subject to the provision in article ten hereof work and manage the traffic upon and maintain the same but reserving to the second parties the joint use of the station at Fort William for the purpose of the traffic on their line of railway and every part thereof beyond Fort William and who may at their own expense execute such reasonable improvements as may be consistent with the purposes of the undertaking and shall provide the locomotive power rolling stock and plant of every kind (except the furnishing and conveniences to be provided by the second parties mentioned in article second hereof) necessary for the working of the traffic from the date of the opening thereof for passenger traffic by authority of the Board of Trade as regards the working and management and from twelve months thereafter as regards the maintenance The first parties shall work and manage the railway in a proper safe and efficient manner and so as fully and fairly to develop the traffic to from and on the same The first parties shall except as herein-after provided fix the tolls rates and charges for and in respect of all traffic using the railway or any part thereof but the second parties shall have the right from time to time to object to the tolls rates and charges or any of them and in the event of any difference arising between the parties thereanent the same shall be determined by arbitration in manner herein-after provided.

Article Fourth.—The first parties shall have the power save as herein-after mentioned in this article of selecting appointing suspending and dismissing all officers agents book-keepers booking and other clerks servants enginemen guards signalmen porters carters surfacemen and all others employed on and connected with "the railway" or required for keeping in their general office the accounts connected with the traffic of the same or employed in superintending or directing or actually engaged in conducting the said traffic and the said officers agents servants and others above mentioned shall be paid by the first parties and shall be exclusively under their control and the second parties shall have the selection appointment and control of and shall pay the secretary treasurer and other officers actually engaged and required by them in the management of the capital financial and directorial departments of their undertaking.

Article Fifth.—The gross revenues of the second parties shall be held to consist of and include—

(1.) All receipts in respect of local traffic including mails (that is to say traffic which shall both arise and terminate on "the railway") subject only to deduction of the actual expense of cartage where incurred.

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(2.) A mileage proportion of all receipts arising from through traffic including mails (that is to say traffic which passes over the railway or any part thereof and which likewise passes over the railways of the first parties or of any other company or any part thereof) corresponding to the distance for which such traffic is carried over the said several railways respectively after deduction from such receipts of the terminals on such traffic which shall belong and be paid to the companies other than the second parties respectively entitled thereto and also subject to deduction of the actual expense of cartage where incurred when included in the through rate.

(3.) The terminals belonging to the second parties in respect of such through traffic subject to deduction of the actual expense of the cartage of goods where incurred when included in the terminal charge.

(4.) Rents for the use of any property belonging to the second parties (including refreshment rooms bookstalls advertising and depôt ground) and all other revenues of the second parties except the rents of surplus lands held by the second parties and transfer fees but under deduction of all feu duties ground annuals rents and other periodical or annual payments as well as rates taxes and public and local burdens effeiring to such property.

(5.) The first parties shall collect the said gross revenues and shall be entitled to retain fifty per centum thereof as their remuneration for maintaining the railway and working and managing the traffic thereon including compensation claims consequent thereon and collecting the said revenues and shall pay over the balance of fifty per centum to or for behoof of the second parties in manner herein-after provided.

Article Sixth.—Out of the said balance the second parties shall pay—

(1.) Government duty thereon;

(2.) All feu duties ground annuals rents and other periodical or annual payments if any payable in respect of any lands acquired and held on lease by them;

(3.) All compensation to tenants if any in respect of any lands acquired or injuriously affected by them so far as not chargeable against the capital of the second parties;

(4.) All rates taxes and public and local burdens of every kind payable in respect of the ownership of the railway;

(5.) All interest upon money borrowed by the second parties whether upon mortgage debenture stock or otherwise; and

(6.) The reasonable expense of the directorial and financial management of the business of the second parties including salaries of secretary treasurer and other officers who may be employed by them in these departments and such other charges and expenses as may be reasonably incurred on behalf of the second parties.

Article Seventh.—If the nett revenue accruing to the second parties is not sufficient to pay a dividend of four and one half per cent. per annum on the paid-up share capital then the first parties shall out of the mileage receipts accruing to them from traffic including mails passing over their system to or from the West Highland Railway or any part thereof contribute such sum as may be necessary to make up that dividend so far as the proportion of the mileage receipts accruing in each half year to the first parties from the traffic

passing over the North British Railway or any part thereof from or to the West Highland Railway or any part thereof after deduction of fifty per cent. of such revenue as herein-before provided shall suffice to pay such deficiency In the event of the first parties having to make good any deficiency of revenue under this article the same shall be repaid to them with interest at the rate of four pounds per cent. per annum out of such future surplus revenues after payment of such dividend of four and one half per cent. as may accrue to the second parties and subject thereto such surplus revenues shall be divided equally between the first and second parties.

Article Eighth.—Returns of all traffic falling within this agreement in so far as the second parties are interested therein shall be rendered by the first parties to the second parties monthly and the second parties may at their own expense employ officials to check the same and see that the traffic is duly accounted for And for this purpose the first parties will keep proper and sufficient accounts and vouchers which shall be open at all reasonable times for examination and transcription by such officials The revenues due to the second parties shall be paid over monthly to them or their treasurer or secretary or to such banker or other persons as they shall direct and appoint.

Article Ninth.—The tolls rates and charges for local traffic shall if desired by the second parties be fixed and regulated from time to time by a joint committee composed of three directors of the first parties and an equal number of directors of the said intended Company The chairman of the committee to be appointed by the board of directors of the intended Company but not to have a casting vote and in the event of any difference arising between the said sections of the committee the same shall be determined by arbitration as herein-after provided and such tolls rates and charges shall be so fixed as best to develop the traffic.

Article Tenth.—This agreement shall be in perpetuity subject nevertheless to the unconditional determination thereof by the second parties at the end of ten years from the passing of the Act confirming this agreement upon six months previous notice in writing by the second parties to the first parties and on such determination the second parties shall repay to the first parties any advances under article seven hereof.

Article Eleventh.—This agreement is made subject to such alterations as Parliament may see fit to make thereon and shall be scheduled to and confirmed by the said Bill Should any alterations be made on this agreement by Parliament which in the opinion of

whom failing

is material thereto either of the parties may withdraw therefrom.

Article Twelfth.—All questions which may arise between the parties hereto in relation to this agreement or to the import or meaning thereof or to the carrying out of the same shall be referred to arbitration under and in terms of the Railway Companies Arbitration Act 1859.

Article Thirteenth.—Upon the passing of the said Bill confirming this agreement all personal liability in reference thereto on the part of the individual promoters shall be at an end and the Company thereby incorporated shall thereupon become and be the second parties to this agreement in their place.

A.D. 1889.

In witness whereof these presents consisting of this and the four preceding pages all written by William Edward Miln apprentice to William White Millar solicitor to the said North British Railway Company Edinburgh are (under the declaration that the words "the fourteenth day of February one thousand" in the sixth line and the words "eight hundred and eighty-nine" in the seventh line both counting from the top of page first hereof are written by John Kennedy Writer to the Signet number thirty-eight Parliament Street Westminster) subscribed as follows viz. By the said Donald Cameron of Lochiel at Edinburgh on the nineteenth day of March in the year one thousand eight hundred and eighty-nine before these witnesses Colin George Macrae Writer to the Signet Edinburgh and Nigel Banks Mackenzie solicitor Fort William By the said Right Honourable William Frederick Scarlett Baron Abinger at Westminster on the twenty-second day of the said month of March and year last mentioned before these witnesses the said Colin George Macrae and the said John Kennedy By George Robertson Writer to the Signet Edinburgh and John Jordan merchant Leith two of the directors of the said North British Railway Company and sealed with the corporate seal of the said Company all at Edinburgh on the twenty-fifth day of said month of March and year last mentioned before these witnesses John Martin and Robert Paton both clerks in the head office at Edinburgh of the said North British Railway Company and by George Bradley Wieland secretary of the said North British Railway Company at Westminster on the twenty-sixth day of said month of March and year last mentioned before these witnesses Thomas Balfour and John Corthles both clerks to the said North British Railway Company Declaring that this testing clause from and after the words "In witness whereof" is written by the said Thomas Balfour.

Abinger.
Donald Cameron.
Geo. Robertson, Director.
John Jordan, Director.
G. B. Wieland, Secretary
N. B. Ry. Co.

L. S.

Colin G. Macrae, witness.
John Kennedy, witness.
N. B. Mackenzie, witness.
Colin G. Macrae, witness.
Jno. Martin, witness.
Robt. Paton, witness.
Thos. Balfour, witness.
Jno. Corthles, witness.

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