

limits of deviation marked upon the said deposited plans; and may deviate from the levels of the Railway as delineated on the deposited sections to any extent not exceeding fifteen feet; and may increase any inclination or gradients of the Railway shown on the deposited sections as not steeper than one in fifty to such extent as they think fit, provided that such inclination or gradients, when so increased, be not steeper than one in forty; and may diminish the radius of any curve described on the deposited plans to any extent which shall leave a radius of not less than seven chains.

Lands for Extraordinary Purposes.]

22. The Company may from time to time, in addition to the lands contracted to be purchased as aforesaid, purchase by agreement any quantity of land not exceeding five acres, for any of the extraordinary purposes mentioned in 'The Railways Clauses Consolidation (Scotland) Act, 1845.'

Power to take Easements, etc., by Agreement.

23. Persons empowered by 'The Lands Clauses Consolidation (Scotland) Act, 1845,' to sell and convey or re-lease 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 Certificate, grant to the Company any easement, servitude, right or privilege, not being an easement of water, required for the purposes of this Certificate, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rent charges 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.

Powers of Leasing.

24. Subject and without prejudice to the provisions hereinafter contained, the Company shall have power to lease the Railway, when completed, to any person or Company for any term of years, and upon such conditions as may be agreed on; and after the granting of any Lease, and possession taken by the Lessee thereunder, the Company shall, subject as by this Certificate otherwise provided, be free from all liability on account of the working of the Railway, and otherwise with reference thereto, incurred subsequently to the time of possession having been so taken by such person or Company; and during the continuance of the Lease the liability shall, subject as aforesaid, attach to and be borne by the Lessee alone, in like manner as the same would have attached to and been borne by the Company if the Lease had never been made.

Power to sell Railway.

25. The Company shall have power to sell and convey to any person or Company the Railway and the undertaking, and the whole lands, property, and works connected therewith, or any part thereof, or share therein.

Gauge.

26. The Railway shall be made on the gauge of four feet eight inches and half an inch.

Height and Span of Bridges.

27. The Company may make the arches of the bridges for carrying the Railway over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively; that is to say—

No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
14	Killin.	Public Road.	15 feet.	20 feet.
60	Killin.	Public Road.	13 feet throughout the whole span.	20 feet.

Time for completion of Railway.

28. The Railway shall be completed within five years from the publication in the *Edinburgh Gazette* of this Certificate.

Tolls.

29. The Company may demand and take in respect of the use of the Railway any tolls, rates, and charges not exceeding those set forth in the Schedule A hereto annexed, and the Regulations