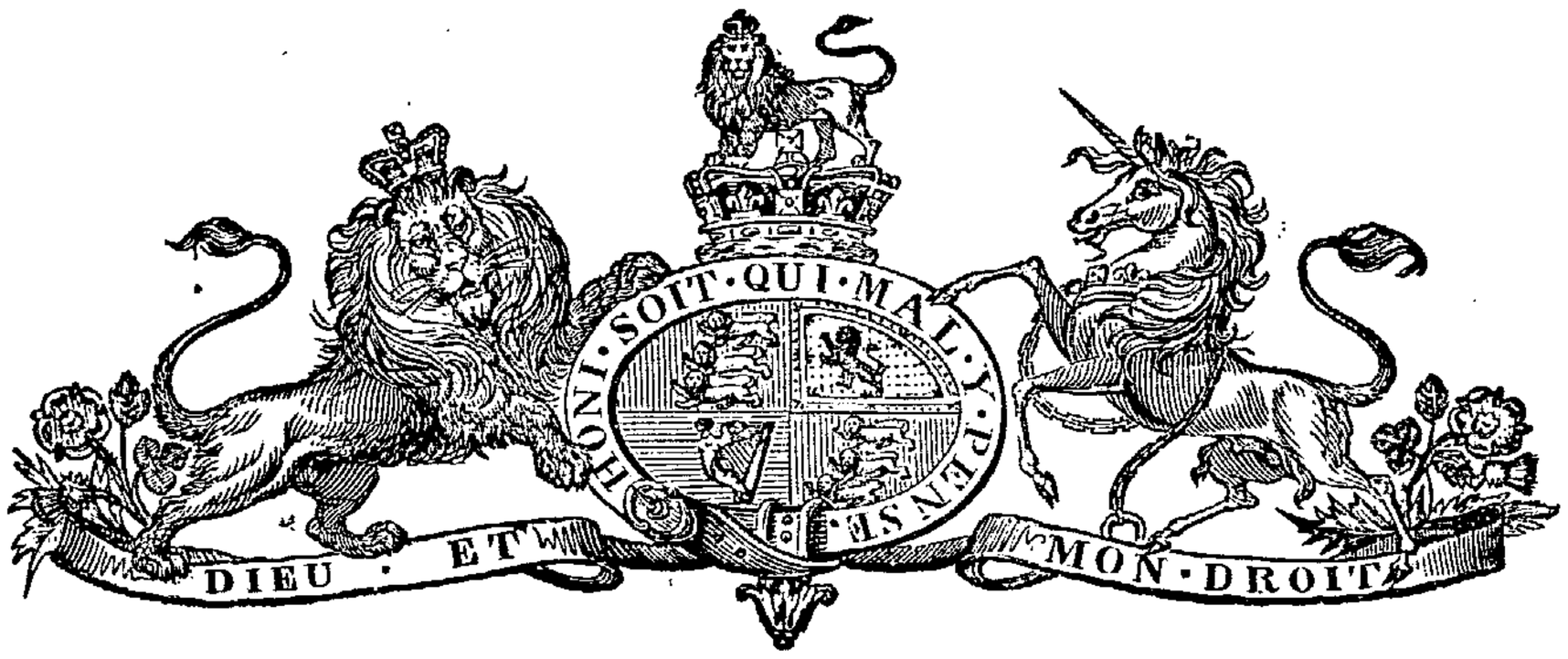


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and the present Limits of the said Station are defined by Section 61 of "The *Scottish Central* Railway Consolidation Act, 1859," (herein called the General Station Act,) and by the Plan in that Section referred to: And whereas the Rights of the *Scottish Central* Railway Company (herein called the Central Company), the *Scottish North-eastern* Railway Company (herein called the *Scottish North-eastern* Company), and the *Edinburgh, Perth, and Dundee* Railway Company (herein called the *Edinburgh* Company) in the said Station were defined by the General Station Act, and by Two Agreements, one bearing Date the Sixth and Seventh Days of *September* One thousand eight hundred and sixty, and made between the Central Company and the *Scottish North-eastern* Company, relative to the Use by the *Scottish North-eastern* Company of the Portion of the *Scottish Central* Railway between the General Station and the Terminus at *Perth* of the *Scottish North-eastern* Railway, and the Payments to be made in respect thereof, and the other of the said Agreements bearing Date the Sixth, Seventh, and Nineteenth Days of *September* One thousand eight hundred and sixty, made between the Central Company, the *Scottish North-eastern* Company, and the *Edinburgh* Company, relative to the Completion and Use of the said General Station and the improved Accesses thereto, and the Management and Maintenance thereof, and the Payments to be made to the Central Company in respect thereof, which Agreements were confirmed by Section 33 of "The *Scottish North-eastern* Railway Amendment Act, 1862," and under Section 34 of that Act an annual Sum of One hundred and fifty Pounds, which under the said Agreement was payable by the *Scottish North-eastern* Company to the Central Company for the Use in all Time coming by the *Scottish North-eastern* Company of that Portion of the Central Railway, and of the Sidings belonging thereto, which are situate between the said General Station and the Terminus of the *Scottish North-eastern* Railway at *Glasgow Road Bridge*, was extinguished upon Payment by the *Scottish North-eastern* Company to the Central Company of the gross Sum of Three thousand Pounds: And whereas under the General Station Act the Management of the said Station (except the Main Lines of the *Scottish Central* Railway through the same) was vested in a Joint Committee of Six Persons, appointed Two by each of the said Three Companies, in the Manner provided by Section 81 of the said Act: And whereas by "The *Inverness and Perth Junction* Railway Act, 1861," the *Inverness and Perth Junction* Railway Company (herein called the *Inverness* Company) was incorporated, and by Section 58 of that Act, after reciting to the Effect that the said Three Companies interested in the said Station had agreed to admit the said *Inverness* Company into the joint Use and Management thereof, it was enacted to the Effect,

22 & 23 Vict. c. lxxxiii.

25 & 26 Vict. c. lxiv.

24 & 25 Vict. c. clxxxvi.

First,

First, that the *Inverness* Company should, along with the said Three Companies, have the Use of and be jointly interested as Owners in the Portion of the said General Station appropriated to Passengers, and coloured Red on the Plan therein referred to, for all their Passenger, Mail, and Coaching Traffic as therein defined, and in such Use the Four Companies should be entitled to the like Accommodation corresponding to their Traffic without Preference or Priority:

Second, that the *Inverness* Company should not be entitled to use or be interested as Owners in the Portion of the General Station appropriated to Goods, and coloured Yellow on the said Plan:

Third, that the *Inverness* Company, from the opening of their Railway and Use of the said Station, should pay to the Joint Committee, for the Benefit of the said Three Companies, the annual Sums therein-mentioned, in the Proportions following; *viz.*, to the Central Company Two Fifths, the *Scottish North-eastern* Company Two Fifths, and the *Edinburgh* Company One Fifth:

Fourth, that as soon as the *Inverness* Company became entitled to the Use of the said Station they should be entitled to take part in the Management, and to appoint Two Directors of the said Company to be Members of the said Joint Committee, and to have the same Powers as the Members appointed by the other Companies, and the Number of the said Committee was thereupon to be increased to Eight:

Fifth, that the Payment of the yearly Rent therein-before made payable should be full Compensation for the Use of the Passenger Portion of the said Station and the Accesses thereto; but in case thereafter any Addition to or Alteration of the said Station should be found expedient for the common Benefit of all the Companies having the Privilege or Use thereof, and should actually be executed, then the *Inverness* Company should in the Form of an increased yearly Rent or Capital Sum, bear a suitable Proportion of the Costs of such additional Works along with the other Companies:

Sixth, that, in addition to the yearly Rent for the Use of the said Passenger Station, the *Inverness* Company should pay a Portion of the Expenses of the Maintenance of the said Station, including therein the Cost of Maintenance of the *Scottish Central* Railway passing through the same, and of the improved Accesses provided for in the General Station Act, so far as not otherwise specially provided for by that Act, and attending the general Management, Regulation, and Control of the said Station, as provided for by the General Station Act, along with the said Three

Three other Companies, as the same might be apportioned between the Four Companies, in Terms of the 83rd Section of the said Act and of that Act, and in proportion to the Use made of the said General Station by the said Four Companies respectively; provided that any Sums received from other Companies for the Use of the Passenger Portion of the said Station should be applied in reduction of such Costs and Expenses as aforesaid, the *Inverness* Company always contributing a rateable Proportion of whatever Outlay shall have been incurred for the special Accommodation of such Railway Company:

And whereas, under Section 81 of the General Station Act, the Joint Committee have the exclusive Powers of Maintenance, Management, Regulation, and Control of the said General Station and of the improved Accesses thereto, so far as not otherwise provided for by that Act, the Appropriation of any Lands or Buildings within the Limits thereof, the Alteration and Appropriation of any existing Works within the said Limits, excepting the Main Lines of Railway of the Central Company, the Construction and Appropriation of any additional Works or Buildings which may from Time to Time be found necessary in the said General Station, the Disposal of any Lands held for the Purposes of the said General Station and Accesses, which may from Time to Time be found superfluous, and the Appointment and Removal of all Officers and Servants at the said Station, and the making and altering Byelaws for the Regulation thereof: And whereas by Section 83 of the General Station Act the Expenses attending the Maintenance of the said General Station, including therein the Cost of Maintenance of the *Scottish Central* Railway passing through the same, and of the said improved Accesses, so far as not otherwise specially provided for by that Act, and attending the general Management, Regulation, and Control of the said Station aforesaid, is directed to be apportioned by the Joint Committee among the several Companies interested, according and in proportion to the Use made of the same by those Companies respectively, but no Provision is made by the said Act for the Payment by the said Companies of any Costs and Expenses which may be incurred by the Joint Committee in the Construction of any additional Works or Buildings which may from Time to Time be found necessary in the said General Station, although Powers for the Construction of such Works are thereby expressly given to the said Joint Committee: And whereas the Traffic at the said General Station has greatly increased, and it is requisite and necessary, for the convenient Working and Management of the Traffic of all the Companies interested in the said Station, that additional Accommodation should be provided: And whereas all the Goods, Cattle, and Mineral Traffic requiring to pass through *Perth* passes through the said General Station, and it is expedient that the said Station

should

should be freed from such Traffic, and that additional Lines of Railway for that Purpose should be constructed on the West Side of the said Station: And whereas, for the Purpose of increasing the Platform Accommodation in the said Station, it is necessary that the Lines of Railway within the said Station of the Central Company should be taken up, and the Site thereof used for Platform Purposes, and that another Line of Railway should be appropriated to the Central Company in lieu thereof: And whereas the Area of Ground within the Limits of the said Station, and situate between the *Dundee, Perth, and Aberdeen Junction* Railway and the Road leading from *Perth* over *St. Leonard's Bridge*, is now occupied by the Central Company and the *North British* Company as a Goods and Mineral Station, and such Station is very inadequate for the Goods and Mineral Traffic of both those Companies, and is incapable of Extension: And whereas, to facilitate the improved working of the said General Station, and free the same from the Obstructions to which it is now exposed, it is expedient that a connecting Railway or Siding should be formed between the additional Lines of Railway intended to be carried on the West Side of the said Station Buildings and the Siding of the *North British* Company situate to the North of *Cragie Burn Bridge*: And whereas it is necessary that additional Lands should be purchased, and that the Appropriation of the additional Lands to be acquired, and of the Works within the Limits of the said Station, should be regulated and altered, and the Powers of the Committee with respect thereto enlarged: And whereas it is expedient that the Powers for these Purposes should be exercised by the said Joint Committee, and that the Limits of the said Station should be altered, and all Works and Property within those Limits be vested in the said Joint Committee, and that the said Joint Committee should be authorized to apportion the Costs and Expenses of all new Works and Alterations at the said General Station among the said Four Companies now entitled to the said Station, in the Proportions herein-after provided, and that such Costs and Expenses should be made payable either in Sums in gross or by Instalments, or, in the Case of the *Inverness* Company, by an annual Sum, and that in default of Payment thereof the Joint Committee should be authorized to recover the same as herein-after provided, and also that the said Committee be authorized, as herein-after provided, to apportion and recover from the Companies to whom additional Goods and Mineral Station Accommodation should be afforded the Costs and Charges attending the same: And whereas it would be attended with Advantage to the said General Station if the Joint Committee were authorized to stop up Part of the Road in *Perth* leading from the North End of *Glover Street* to the South-west Corner of the Town Manure Depôt near *Glasgow Road*, and in lieu of the Road so stopped up to make a new Line of Road from the North End of *Glover Street* to the Road leading Westward

from the South-west Corner of the Town Manure Depôt at a Point thereon situate Eighty-seven Yards Westward from such Depôt: And whereas a Plan (herein called the deposited Plan) showing the Limits of the said General Station as proposed to be altered, and also the new Lines of Railway, Sidings, and Approaches proposed to be made, and also the Lands to be taken for the Purposes thereof and of the proposed new Road, and for other Purposes connected with the said Station, and a Section to such Works, and also a Book of Reference to such Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the several Lands proposed to be taken by the said Joint Committee, have been deposited with the Sheriff Clerk for the County of *Perth:* And whereas in the Month of *November* last the Central Company also deposited Plans and Sections with the Sheriff Clerk for the County of *Perth* showing certain Lines of Railway and Sidings in and near the said General Station which they proposed to execute for the Improvement thereof, and they subsequently deposited, and there was lately pending in Parliament, a Bill intituled *A Bill for enabling the* Scottish Central *Railway Company to make additional Lines of Railway in and near the General Station at* Perth, *and to improve and extend that Station, and for other Purposes*, which Bill was promoted in opposition to the Bill promoted by the Joint Committee: And whereas since the Introduction of the said Bills into Parliament an Arrangement has been entered into between all the Companies interested in the said General Station, and the Terms of such Arrangement are set forth in the Schedule (A.) to this Act annexed, and in pursuance of such Arrangement the Bill promoted by the Central Company has been withdrawn: And whereas, in accordance with such Arrangement, Duplicate Copies of the Plan deposited in reference to this Act have been altered, and the Limits of the said General Station, as now agreed upon, are marked thereon by a Blue dotted Line, and the Line of Railway which on the said *Scottish* Central Plans is numbered 1, and is to be constructed as a double Line, and vested in the Central Company, is laid down on the said Copies of the said deposited Plan, and is delineated thereon by a Red centre Line, and those Duplicate Copies have been signed by *Frederick North* Esquire, M.P., the Chairman of the Select Committee of the House of Commons to whom the said Bills were referred, and those Copies are for all the Purposes of this Act referred to as the amended deposited Plan, and Copies thereof will be deposited in the Manner required by Section 8 of "The Railways Clauses Consolidation (*Scotland*) Act, 1845:" And whereas it is expedient that the Joint Committee should be incorporated for the Purposes of this Act, and that the several Powers herein-after contained should be vested in them, and that additional Powers should be vested in the Central Company, the *Scottish North-eastern* Company, the *North British* Company, and the *Inverness* Company

Company respectively, and that some of the Provisions of the several Acts of Parliament relating to those Companies respectively should be repealed, altered, and amended: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Perth* General Station Act, 1865."

Certain Parts of Acts repealed.

2. The Sections of Acts enumerated in the Schedule (B.) to this Act are hereby repealed.

Interpretation of Terms.

3. In this Act the Expression "the Joint Committee" means the Joint Committee for the Management of the *Perth* General Station appointed and acting under the recited Acts; the Expression "the Committee" means the *Perth* General Station Committee incorporated by this Act; the Expression "the existing Station" means the *Perth* General Station, and all the Lands and Works comprised within the Limits prescribed by the General Station Act, and including the improved Accesses thereto; the Expression "the Station" means the *Perth* General Station, comprised within the altered Limits prescribed by this Act; the Expression "the Central Company" means the *Scottish Central* Railway Company; the Expression "the *Scottish North-eastern* Company" means the *Scottish North-eastern* Railway Company; the Expression "the *North British* Company" means the *North British* Railway Company; the Expression "the *Inverness* Company" means the *Inverness and Perth Junction* Railway Company; the Expression "the Three Companies" means the Central, the *Scottish North-eastern*, and the *North British* Companies; and the Expression "the Four Companies" means the Three Companies and the *Inverness* Company; and the Word "Maintenance," when used in connexion with the said General Station, includes the Powers conferred by Section 16 of the "Railways Clauses Consolidation (*Scotland*) Act, 1845," from Time to Time to alter and repair or discontinue the Works in this Act mentioned, or any of them, and substitute others in their Stead, and to do all other Acts necessary for maintaining, repairing, and using the Station, unless in any of the Cases aforesaid there be something in the Subject or Context repugnant to such Construction.

Parts of 10 & 11 Vict. c. 16. incorporated.

4. The following Clauses and Provisions of the "Commissioners Clauses Act, 1847," namely,

With respect to the Construction of that Act and of other Acts to be incorporated therewith;

With

With respect to the Contracts to be entered into and the Deeds to be executed by the Commissioners;

With respect to the Liability of the Commissioners and to legal Proceedings by or against the Commissioners;

With respect to the Appointment and Accountability of the Officers of the Commissioners;

With respect to the making of Byelaws;

With respect to giving Notices and Orders;

With respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices or to the Sheriff; and

With respect to Access to the Special Act,

Shall be incorporated with this Act; and in those Clauses and Provisions the Expression "the Commissioners" means the Committee: Provided always, that it shall not be lawful for the Committee to make any Byelaws which shall affect or be applicable to any Portion of the Undertakings of the Four Companies respectively situate beyond the Limits of the Station.

8 & 9 Vict. cc. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

5. "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. of "The Railways Clauses Act, 1863," shall, so far as not expressly varied or altered by the Provisions of this Act, be incorporated with and form Part of this Act.

Construction of Terms in incorporated Acts.

6. In construing the said incorporated Acts and Parts of Acts for the Purposes of this Act, the following Expressions shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

The Expression "the Special Act" means this Act:

The Expressions "the Undertakers," and "the Promoters of the Undertaking," mean "the Committee:"

The Expression "the Undertaking," when used in "The Lands Clauses Consolidation (*Scotland*) Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," and the Expression "the Works," when used in the same Acts or either of them, mean the whole Undertaking of the General Station as herein-after defined, and include the several Works authorized by this Act:

The Expressions "the Undertaking" and "the Railway," when used in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," mean the Station and the several Works by this Act authorized:

The

The Expression "the Lands," when used in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," means the Station and the Lands vested in or authorized to be taken by the Committee for the Purposes of the Undertaking:

And all other Words and Expressions in the said Acts or Parts of Acts respectively having special Meanings assigned to them in such Acts have in this Act the Meanings so assigned to them respectively.

Members of Committee incorporated.

7. The several Persons who at the Commencement of this Act are Members of the Joint Committee appointed by the Directors of each of the Four Companies respectively, and the Successors in Office of such Members or Committee to be appointed under the Provisions of this Act, and all other Persons who shall at any Time hereafter be duly appointed Members of the Committee, shall be and they are hereby incorporated under the Name and Style of "the *Perth* General Station Committee" (in this Act called the Committee), and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Powers to sue and be sued, and to purchase, hold, sell, and dispose of Lands and other Property and Effects, and all other Privileges and Incidents of a Body Corporate.

Defining Station.

8. And whereas upon the amended deposited Plan the Limits of the existing Station as prescribed by the General Station Act are shown by a Boundary Line coloured Pink, and the Limits of the Station prescribed by this Act are shown by a dotted Boundary Line coloured Blue, and the Lands within such Limits are also coloured Blue: Be it enacted, That the Limits prescribed by the General Station Act shall not continue to be the Limits of the Station, but that upon and after the Commencement of this Act the Lands, Lines of Railway, Sidings, and other Works and Property comprised within the said dotted Line coloured Blue, including the Lines of the *Scottish Central* Railway excepted in Section 81 of the General Station Act, so far as situate within the Limits of the Station, and the Lands to be acquired for Station Purposes under the Powers of this Act, when so acquired, excepting as provided by the Terms of Arrangement scheduled to this Act, shall together constitute the Station.

Station vested in Committee.

9. Upon and after the Commencement of this Act, the Station, and all Right of Property therein, and all Powers, Authorities, Privileges, Exemptions, Right of Action and Suit, of the Joint Committee and of the Four Companies and of each and every of them, and (except as herein-after provided) all the Lines of Railway, Sidings, and other Property by this Act made Part of the Station, and all the Estate,

Rights, and Interest of the Four Companies respectively in the Station, shall, subject to the Contracts, Obligations, Debts, and Liabilities of the Joint Committee or of the said Companies affecting the same, become and be vested in the Committee, discharged from all existing Rights and Interests of the Joint Committee and of the Four Companies and every of them, but for the Purposes of this Act, and subject to the Provisions thereof and to the said Terms of Arrangement set out in the Schedule (A.) to this Act annexed; and the said Land coloured Yellow on the Plan referred to in the 58th Section of "The *Inverness and Perth Junction* Railway Act, 1861," shall, upon Payment of the Consideration, to be ascertained in accordance with the said Terms of Arrangement, become the absolute Property of the Central Company, discharged from all Rights and Interests of the *North British* Company, the *Scottish North-eastern* Company, and the *Inverness* Company, or any of them, the Central Company being bound to pay the Expense of Maintenance of the Road Accesses to the said Land in so far as the Joint Committee are now liable to pay the same.

Saving Debts and Claims of Joint Committee.

10. Except in so far as by this Act specially provided, all Debts and Money due from or to the Joint Committee, or any Persons on their Behalf, at the Commencement of this Act, shall be payable and paid by or to the Committee, and all Tolls, Rates, Duties, Rents, and Money due or payable by virtue of the General Station Act, or "The *Inverness and Perth Junction* Railway Act, 1861," or any Agreement confirmed thereby, or by "The *Scottish North-eastern* Railway Amendment Act, 1862," from or to the Joint Committee, shall be due and payable from or to the Committee, and shall be recoverable from or by the Committee by the same Ways and Means and subject to the same Conditions as the same would or might have been recoverable from or by the Joint Committee if this Act had not been passed.

Saving Conveyances, &c.

11. Subject to the Provisions of this Act and of the said Terms of Arrangement, all Deeds, Conveyances, Grants, Assignments, Leases, Purchases, Sales, Covenants, Agreements, and Contracts which at the Commencement of this Act have been executed, made, or entered into by, with, or to the Joint Committee, or by, with, or to the Central Company, in relation to the Station, or any Lands acquired or used for the Purposes thereof or of the Accesses thereto, and which are in force at the Commencement of this Act, and all Obligations and Liabilities which before the Commencement of this Act have been incurred by or which but for this Act might or would have arisen for or against the Joint Committee or the Central Company, in relation to the Station, shall be as valid and of as full Force and Effect, in favour of, against, or in relation to the Committee, as if the same

same had been executed, made, or entered into by, with, or to or in relation to, or had been incurred by or to or had arisen in relation to the Committee, by their Corporate Name, instead of by or to or in relation to the Joint Committee or the Central Company, or either of them.

Causes and Rights of Actions reserved.

12. All Causes and Rights of Action or Suit accrued before the Commencement of this Act, and then in any Manner enforceable by, for, or against the Joint Committee, shall be and remain as good, valid, and effectual for or against the Committee as they would or might have been for or against the Joint Committee affected thereby if this Act had not been passed.

Actions not to abate.

13. Nothing in this Act shall cause the Abatement, Discontinuance, or Determination of or in anywise prejudicially affect any Action, Suit, or other Proceeding at Law or in Equity commenced by or against the Joint Committee, either solely, or jointly with any Company or with any Person, before the Commencement of this Act, and then pending, but the same may be continued, prosecuted, or enforced by or against the Joint Committee, either solely, or, as the Case may require, jointly with such other Company or with such other Person; and all Persons committing Offences against any of the Provisions of any Act relating to the Joint Committee before the passing of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for and recovered, in like Manner in all respects as if this Act had not been passed, the Committee as constituted by this Act being, in respect of all such Matters, considered as identical with the Joint Committee as originally constituted.

Saving Submissions and Awards relating to Joint Committee or Station.

14. No Submission or Arbitration of any Matter in dispute between the Joint Committee and any Company or any Person, under which any Reference is pending and incomplete at the Time of the Commencement of this Act, and no Award theretofore made and then remaining in force, shall be revoked or prejudicially affected by anything in this Act contained, but every such Submission and Award shall be as valid and effectual for or against the Committee as it would have been for or against the Joint Committee previous to the Commencement of this Act.

Unexecuted Works at Station may be completed.

15. All Works at or in or in connexion with the existing Station which the Joint Committee or the Central Company are at the Commencement of this Act authorized or bound to execute, and which are not then executed and completed, may or shall (as the Case may require) be executed or completed by the Committee, and for that Purpose the Committee and the Central Company shall have and be subject

subject to all the Powers, Rights, and Conditions which were conferred or imposed upon them or upon the Central Company, and which, but for the passing of this Act, might have been exercised by or enforced against the Joint Committee or the Central Company.

Contracts for Land entered into by Joint Committee or Central Company to be executed.

16. Where the Joint Committee or the Central Company have under any Special Act entered into any Contract for the Purchase of or taken or used any Lands for the Purposes of the existing Station or the improved Access thereto which at the Commencement of this Act have not been effectually conveyed to the Joint Committee or the Central Company, or the Purchase Money in respect of which has not been duly paid by the Joint Committee or the Central Company, then and in every such Case the Contract, if in force at the Time of the Commencement of this Act, shall thereafter be completed by and such Lands shall be conveyed to the Committee, or as they may direct, and the Purchase Money shall be paid and applied pursuant to the Special Acts relating to the Joint Committee or the Central Company, and those Acts shall, in relation to the Completion of the Contract, and the Purchase and Conveyance of the Lands, and the Payment and Application of the Purchase Money in respect thereof, be read and construed as if the Committee hereby constituted were the Joint Committee or Company named in such Acts or Contract respectively.

Officers of Joint Committee to be accountable for Books.

17. All Officers and Persons who at the Commencement of this Act have in their Possession or under their Control any Books, Documents, Papers, or Effects belonging to the Joint Committee, or to which the Joint Committee would but for the passing of this Act have been entitled, shall be liable to account for and deliver up the same to the Committee, or to such Persons as they may appoint to receive the same, in the same Manner, and subject to the same Consequences on Refusal or Neglect, as if such Officers and Persons had been appointed by and become possessed of such Books, Documents, Papers, or Effects for the Committee under this Act.

Officers to continue.

18. The Officers and Servants who at the Commencement of this Act are in the Employment of the Joint Committee shall be the Officers and Servants of the Committee until removed, and shall be liable to the Committee for all byepast as well as future Intromissions, and all Bonds or Securities for such Intromissions granted to the Joint Committee may be enforced by the Committee to the same Extent and Effect that such Bonds or Securities might have been enforced by the Joint Committee if this Act had not been passed.

Books to be Evidence.

19. All Books and Documents which would have been Evidence in respect of any Matter for or against the Joint Committee before the

the passing of this Act shall be admitted as Evidence in respect of the same or the like Matter for or against the Committee after the passing of this Act.

Resolutions of Joint Committee to remain in force.

20. All Resolutions of the Joint Committee, so far as the same are applicable and remain in force, shall, notwithstanding this Act, remain in force and continue to be operative, and shall apply to the Committee and their Officers and Servants, until duly revoked or altered by the Committee.

Tolls and Byelaws to continue.

21. The Tolls, Rates, Charges, Byelaws, Rules, and Regulations exacted or published by the Joint Committee, or which at the Commencement of this Act shall be in force, shall, so far as not inconsistent with this Act, be deemed to be the Tolls, Rates, Charges, Byelaws, Rules, and Regulations of the Committee, and shall, until altered, continue in force in respect of the Station, and the several Railways, Sidings, Platforms, Booking Offices, Refreshment Rooms, and other Works, Buildings, Places, and Offices therein and the Traffic thereon respectively, and the Officers and Servants thereby designated.

Appointment of future Members of Committee.

22. The Committee shall be constituted and appointed and shall act in the Manner herein-after mentioned; that is to say,

The Members in Office at the Commencement of this Act shall remain in Office until the 1st Day of *March* 1866, and thereafter until the Appointment of their Successors, as next herein-after mentioned:

At a Meeting to be held in the Month of *March* 1866, and in the Month of *March* in each successive Year, the Board of Directors of each of the said Four Companies shall nominate and appoint Two Directors of such Company to succeed the Members of the Committee then in Office, but the retiring Members, if and so long as they shall continue to be Directors of each such Company, shall be re-eligible:

The Nomination and Appointment of Members of the Committee shall be made at Boards specially convened for that Purpose, and by the Majority of the Directors present at such special Board, and the Members of the Committee for the Time being shall remain in Office until the Appointment of their Successors:

If, during the Period for which any Member of the Committee shall have been appointed, he shall die, resign, or cease to be a Director of the Company for which he was appointed, or by reason of ill Health or Absence from *Great Britain*, or from any other Cause, shall become and continue to be unable or unwilling to act, the Board of Directors by whom such Person shall have been

been appointed shall thereupon appoint another Person in his Place, but the Acts and Proceedings of the Committee shall be valid notwithstanding any Delay in making such Appointment:

Immediately after the first and each successive annual Appointment of the Members of the Committee, and immediately, in the Case of a Vacancy in the Office of Chairman of such Committee, the said Committee shall nominate One of their Members to be Chairman:

The Meetings of the Committee shall be held in *Perth*, and each Committee shall at its First Meeting after its Appointment determine the Times and Places of Meetings during the Period for which it shall have been appointed, but a Special Meeting may at any Time be called upon the Requisition of any Two Members; and all Special Meetings, whether upon such Requisition, or without such Requisition, in the Cases provided by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," shall be called by the Secretary or Clerk by Circular, which may be despatched by Post to the Address of the several Members at least Forty-eight Hours before the Time of Meeting:

The Chairman when present shall preside at all Meetings of the Committee; and in case of his Absence at the Time appointed for Meeting the Members present may and shall appoint One of their Body to be Chairman for that Occasion; but no Chairman shall have a Casting Vote:

Three shall be a Quorum of the Committee, and all Questions brought before the Committee shall be determined by a Majority of Votes, reckoned as herein-after mentioned:

The Members of the Committee appointed by the Board of Directors of the Three Companies respectively shall be entitled at each Meeting of the Committee to vote in the following Manner; (that is to say,) the Members appointed by the Board of Directors of each such Company shall have One Vote for each entire Capital Sum of One thousand Pounds paid or payable by such Company towards the Cost of the said General Station, and which shall not have been converted into an annual Payment, under the Powers of the General Station Act or this Act; One Vote for each entire Sum of Fifty Pounds included in the annual Payment into which any Portion of the Cost so payable by such Company shall have been converted, under the Powers of the General Station Act or this Act; and in like Manner the *Inverness* Company shall have One Vote for each entire Sum of Fifty Pounds included in the yearly Rent for the Time being directed to be paid by that Company under Section 58 of "The *Inverness and Perth Junction* Railway Act, 1861," and herein-after made payable, for the Use of the existing Station, and also One Vote for each entire Sum of Fifty Pounds included in any additional

Rent

Rent which may be made payable by that Company for and in respect of the new Works to be executed under this Act; and each of the said Three Companies and the *Inverness* Company shall also be entitled to One Vote for each entire Sum of One hundred Pounds paid by such Company on account of the Maintenance of the Station, and on account of Rent in respect of the separate Occupation of any Portion thereof for the Year ending on the Thirty-first Day of *January* immediately preceding such Meeting, provided the Amount due by such Company on account of such Maintenance for that Year shall at the Date of such Meeting have been adjusted and become payable, or if such Amount shall not then have been adjusted and become payable, One Vote for each entire Sum of One hundred Pounds paid by such Company on account of such Maintenance and Rent for the immediately preceding Year:

If both of the Members appointed by the Boards of Directors of the Four Companies respectively, shall be present at any Meeting of the Committee, each of such Members shall be entitled to One Half of the Number of Votes aforesaid, but if One only of such Members shall be present at any such Meeting he shall be entitled to the whole Number of Votes herein-before provided:

If the Board of Directors of any of the said Four Companies shall consider such Company aggrieved by any Resolution of any Meeting of the Committee to which the Members or Member appointed by such Board of Directors, and attending such Meeting, shall not have assented, or if such Board of Directors shall be of opinion that such Company is not afforded the like Accommodation and Facilities corresponding to its Traffic as either of the other Companies, or if such Board of Directors shall be dissatisfied with the Amount claimed by the Committee for future Expenses of Alterations and Improvements of the Station, or with any Apportionment thereof, or with the Amount claimed by the Committee for future Expenses for additional Station Accommodation, or with any Apportionment thereof, or with the Appropriation of any Lands by the Committee, it shall be lawful for such Board of Directors to require such Matter to be submitted to an Arbitrator to be appointed as herein-after mentioned; and it shall be lawful for such Arbitrator to determine the same, and to give such Directions in respect thereto, and to require the said Directions to be observed and fulfilled within such reasonable Time and subject to such Penalties as he shall appoint:

The Committee may annually at their First Meeting, by the unanimous Vote of the Members present thereat, appoint an Arbitrator, to whom shall be referred all Questions during the ensuing Year which are by this Section directed to be referred

to

to Arbitration, and failing such Appointment the said Arbitrator shall, on the Requisition of any of the Four Companies, be from Time to Time appointed by the Board of Trade:

There shall be a Secretary or Clerk of the Committee, who shall be appointed by the Members of the Committee, and shall be removable at the Pleasure of the Committee acting for the Time being:

In case of the Death, Resignation, or Removal of the Secretary or Clerk, the Committee for the Time being shall immediately thereupon appoint some other Secretary or Clerk in the Place of the One so dying, resigning, or being removed:

Minutes of the Proceedings of the Committee shall be entered by the Secretary or Clerk in a Book to be provided for that Purpose, and shall be signed by the Chairman; and the Minutes so signed shall be Evidence for all Purposes of such Proceedings, and the Book in which the same shall be entered shall be open to the Inspection of and may be called for and inspected by the Board of Directors of the Four Companies respectively.

Rent to continue payable by Inverness Company.

23. And whereas the *Inverness and Perth Junction* Railway was opened for Passenger Traffic on the First Day of *June* One thousand eight hundred and sixty-three: Therefore, after the Commencement of this Act, the *Inverness* Company shall continue to pay to the Committee, for the Use of the Station, the same Rent as they were by "The *Inverness and Perth Junction* Railway Act, 1861," required to pay for the Use of the existing Station; that is to say, for the Third Year, commencing from the First Day of *June* One thousand eight hundred and sixty-five, the Sum of Seven hundred Pounds Sterling; for the Fourth Year, the Sum of Eight hundred Pounds Sterling; for the Fifth and every subsequent Year for ever, the yearly Rent or Sum of Nine hundred Pounds each; and every such annual Rent or Sum to be paid by equal quarterly Instalments at the End of each Period of Three Calendar Months from the said First Day of *June* One thousand eight hundred and sixty-five, and in case of Nonpayment on any such Day the Instalment so unpaid shall thenceforth bear Interest at the Rate of Five Pounds *per Cent. per Annum* up to and including the Day of Payment of such Instalment and Interest, such yearly Rent to be full Compensation for the Use of the Portion of the existing Station appropriated to Passengers; but in case the Committee, under this Act or any subsequent Act, shall hereafter actually make and execute any Addition to or Alteration of the existing Station, or the Stations or the Accesses thereto, for the common Benefit of all the Companies owning the same or having the Use thereof, then the *Inverness* Company shall, in the Form of an increased yearly Rent or Capital Sum, bear a suitable Proportion of the Cost of such additional Works along with the Three Companies, the Amount of such Increase or Capital

Capital Sum to be determined by the Committee, or, if their Decision shall be objected to by the *Inverness* Company or by any of the Three Companies, the same shall be referred to and be determined by the Arbitrator to be appointed annually as herein-before mentioned.

Rent payable by Inverness Company to be held for the Three Companies.

24. The yearly Rent and additional yearly Rent by this Act made payable by the *Inverness* Company to the Committee for the Use of the Station shall be held by the Committee, subject to the Power of Deduction and other Powers over the same granted by this Act, upon trust for the Three Companies, in the Proportions in which they have contributed to the Cost of the existing Station, namely, the Central Company Two Fifths, the *Scottish North-eastern* Company Two Fifths, and the *North British* Company One Fifth: Provided always, that the *Inverness* Company shall continue to pay to the Central Company, and the Central Company shall continue entitled to receive from the *Inverness* Company, the annual Sum of One hundred and five Pounds which the *Inverness* Company are now bound to pay to the Central Company for the Use of the Main Line of the Central Company lying between the *Glasgow Road Bridge* and the existing Station.

Terms of Arrangement set out in Schedule (A.) to be carried into effect.

25. And whereas all the Works by the said Terms of Arrangement set out in the Schedule (A.) to this Act annexed required to be executed will be situate on Lands within the Limits of the Station, or on Lands belonging to some or one of the Four Companies Parties to the said Terms of Arrangement, or on Lands which the Committee are authorized to purchase for the Purposes of this Act, and all the Railways, Sidings, and Works thereby required to be constructed by the Committee or any of the said Four Companies are to accommodate the Traffic of the Station, or are in the Nature of Station Works and required for Station Purposes or connected therewith, and all Lands required to be excambed between any of the said Companies either belong to such Companies or to the Committee, or may be acquired under Powers already vested in such Companies or Committee under existing Acts of Parliament, or may be acquired under this Act: Therefore the said Terms of Arrangement, in so far as the same respectively are not provided for by express Provisions in this Act, are hereby declared to be valid and binding on the Committee, and on each and every of the Four several Companies Parties thereto, and shall be observed and carried into effect by the Committee and the said Four several Companies respectively according to the true Intent and Meaning thereof, and the Committee and the respective Companies are hereby empowered to carry into effect the said Terms of Arrangement; and all Works thereby required to be executed by the Committee, at their joint Expense, or at the separate Expense of any of the said Companies, in accordance with

the said Terms of Arrangement, shall be and be deemed Part of the Works by this Act authorized.

Apportionment of future Expenses of Alterations and Improvements.

26. Subject to the said Terms of Arrangement, all the Costs, Charges, and Expenses which shall be incurred by the Committee in acquiring Lands and executing the Works by this Act authorized, and incident thereto, and in the Construction of any additional Works and Buildings which may from Time to Time be found necessary in the Station, including the necessary Costs and Expenses of applying for and obtaining this Act or any other Act of Parliament which may be required to authorize the same, shall from Time to Time, when and as the same shall be paid or incurred by the Committee, be divided by the Committee into Five equal Parts, and Two of such Fifth Parts shall be paid to the Committee by the Central Company, Two other of such Fifth Parts by the *Scottish North-eastern* Company, and the remaining Fifth Part by the *North British* Company; and whenever the Sums expended by the Committee, and certified by their Engineer, shall amount to the Sum of One thousand Pounds or upwards, the Committee shall give Notice thereof to each of the Three Companies, and shall appoint a Day, not earlier than Twenty-one Days after the Date of such Notice, for the Payment of the Sum thereby demanded; and if the said Three Companies or any of them shall not pay to the Committee the Sum so demanded on the Day by such Notice named for Payment thereof, the same shall carry Interest at the Rate of Five Pounds *per Centum per Annum* from such Day; and such Sum of Money so unpaid, and the Interest which may have accrued due in respect thereof, may be deducted and retained by the Committee out of any Rent, Proportion of Rent, Tolls, Rates, or other Sums of Money for the Time being in the Hands of the Committee, and payable by them to the Company making such Default; and if at any Time the Money so in the Hands of the said Committee shall be insufficient for the Payment of the whole Principal Sum and Interest due to them by the Company making such Default, the Committee may sue for and recover the same from such Company in the Manner herein-after provided; and if upon the Completion of any Works undertaken by the Committee the Balance of the Costs and Expenses thereof, after deducting previous Payments by the Three Companies, shall be less than the Sum of One thousand Pounds, then such Balance shall be divided between the Three Companies, and be paid by them in the before-mentioned Proportion, and in default of Payment shall carry Interest and be recoverable by the Committee in the same Manner in all respects as other Sums of Money payable to them under this Provision.

Apportionment of future Ex-

27. Subject to the said Terms of Arrangement, the Costs, Charges, and Expenses which shall be incurred by the Committee in acquiring Lands

Lands and executing Works under the Powers of this Act for affording additional Goods and Mineral Station Accommodation, or in Purposes incident thereto, shall, when paid or incurred by the Committee, be apportioned by them among and charged against the Companies to whom such additional Goods and Mineral Station Accommodation shall have been appropriated; and if upon the Committee giving Notice to each of such Companies of the Sum or Proportion so ascertained to be due by such Companies respectively, and appointing a Day not earlier than Twenty-one Days after the Date of such Notice for the Payment of the Sum thereby demanded, the said Companies or any of them shall fail to make Payment of such Sum, then each or any of the said Companies in default shall be liable to have the Sum so ascertained and demanded, with Interest at the Rate of Five Pounds *per Centum per Annum*, deducted and retained out of any Funds of such Company in the Hands of the Committee, and may be sued for the Recovery of the same, all in like Manner and to the same Effect as is herein-before provided with respect to the Retention and Recovery by the Committee of Costs, Charges, and Expenses incurred by them in acquiring Lands and executing Works for the Extension, Enlargement, and Improvement of the Station.

Expenses for additional Station Accommodation.

28. It shall be lawful for the Central Company, the *Scottish North-eastern* Company, the *North British* Company, and the *Inverness* Company respectively to apply for the Purposes of this Act or any of them any Sums of Money which such Company may deem it necessary or expedient so to apply, and to pay the same out of any existing or authorized Capital or borrowed Money or Revenue of such Company; and every such Company shall, if required by the Committee so to do, make to the Committee any Payment in advance of the Sum or Sums which may thereafter become payable by such Company to the Committee for any of the Purposes of this Act.

Power to Companies to apply existing Capital.

29. And whereas the following Powers are now vested in the Joint Committee by the General Station Act: Therefore, subject only as provided in the said Terms of Arrangement, the Committee shall have the Maintenance, Management, Regulation, and Control of the Station, and the several Lines of Railway within the same, including the substituted Main Line of Railway No. 1. to be appropriated for and vested in the Central Company, the Appropriation of the Lands or Buildings within the Limits of the Station, the Alteration and Appropriation of the Works within the said Limits (except the said substituted Main Line No. 1.), the Construction and Appropriation of any additional Works or Buildings which may from Time to Time be found necessary in the Station, the Disposal of any Lands held for the Purposes of the Station which may from Time to Time be found superfluous,

Powers and Duties of Committee.

superfluous, and the Power to appoint, suspend, and dismiss the Superintendents and other Officers and Servants required at the Station, and to make, alter, and enforce Byelaws, Rules, and Regulations for the Management of the said Station, and the Government of the said Officers and Servants: Provided always, that in the Appropriation of the Works within the Station between the Four Companies and in the Use of the Station they shall respectively be entitled to the like Accommodation and Facilities corresponding to their Traffic, without Preference or Partiality; provided also, that the Lines of Railway connecting the *Dundee and Perth and Aberdeen* Railway with the *Scottish Central* Railway, whether the same be situate within or beyond the Limits of the Station, shall form Part of the Main Line of the *Dundee and Perth and Aberdeen* Railway, and shall vest in and be maintained, controlled, and managed by the Central Company, but without Prejudice to such Control and Management no Tolls, Rates, or Charges shall be made for the Use thereof by any Traffic passing into or from the Station.

Committee may appropriate Lands purchased under this Act.

30. Any Lands acquired by the Committee under the Powers of this Act, and not specifically appropriated in pursuance of the said Terms of Arrangement or the Directions of this Act, may be disposed of by the Committee for improving the Accommodation of the Goods and Mineral Traffic of all or any of the Companies having a Right to or Interest in the Goods and Mineral Stations within the Limits of the existing Station, upon such Terms and Conditions and in such Manner as the Committee may think fit.

Apportionment of future Expense of Maintenance and Management.

31. Subject to the said Terms of Arrangement, the Expenses attending the Maintenance of the Station, including therein the Cost of Maintenance of so much of the substituted Main Line of Railway No. 1. by this Act authorized as is within the Limits of the Station, and the Cost of Maintenance of the various Additions and Improvements authorized by this Act, and attending the general Management, Regulation, and Control of the Station as aforesaid, shall be apportioned annually among the Four several Companies interested according and in proportion to the Use made of the same by those Companies; and in the event of any Dispute as to the Amount or the Apportionment thereof such Dispute shall be settled by the Arbitrator to be appointed annually by the Committee, or by the Board of Trade, as the Case may be, under Section Twenty-two of this Act, whose Decision shall be final and conclusive: Provided always, that the Cost of Maintenance of so much of the said Main Railway No. 1. as is situated beyond the Limits of the Station shall be borne and defrayed by the Central Company, and that Portion of the said Railway shall be managed and controlled by that Company, subject to the existing Rights of User thereof of the *North British* Company

Company and *Scottish North-eastern* Company; provided also, that the Cost of the Maintenance of Railway No. 2. and Railway No. 3. shall be borne and defrayed by the *North British* Company.

Committee may recover Sums payable to them by Companies.

32. All Rents, Portions of Rent, and other Sums of Money which under this Act are directed to be paid or are payable by the Four Companies respectively or any of them to the Committee, shall, from and after the Time specified for Payment thereof, be Debts due by the said Companies respectively or by the Company or Companies owing the same respectively, as the Case may be, to the Committee, and may be recoverable as such by the Committee in any Court of competent Jurisdiction; and in addition to other Remedies the Powers and Provisions contained in Sections 56 and 57 of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Recovery of Interest or Arrears of Interest due on Mortgages and Bonds, shall be applicable to the Recovery of such Debts; and when the Amount of Debt owing by any One Company exceeds One thousand Pounds it shall be lawful for the Committee to enforce the Payment thereof by the Appointment of a Judicial Factor; and every such Debt, of whatever Amount, shall bear Interest from the Time specified for the Payment thereof; and all legal Diligence and Execution may be sued or issued against the Property of the Company owing such Debt to the Committee, for the Purpose of obtaining or enforcing Payment thereof.

Power to purchase Lands.

33. It shall be lawful for the Committee, with the Powers and subject to the Provisions contained in this Act and in the Acts incorporated herewith, and to the said Terms of Arrangement, to enter upon, take, and use such of the Lands shown on the amended deposited Plan, and described in the deposited Book of Reference, as they may think it necessary to take or purchase for all or any of the Purposes of this Act and of the said Terms of Arrangement: Provided always, that it shall not be lawful for the Committee to enter upon, use, or take any of the Lands or Works on the deposited Plan numbered respectively 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in the *West Church* Parish of *Perth*, or, except in accordance with Article 8 of the said Terms of Arrangement, any Part of the Properties numbered respectively 35, 36, and $\frac{36}{1}$ in the *East Church* Parish of *Perth*, or to enter upon, use, or take the Land, Garden, or Garden Ground belonging to or leased by the Parochial Board of the Parish of *Perth*, described on the deposited Plan and in the deposited Book of Reference, and numbered 29 of the *East Church* Parish of *Perth* and 1 of the Parish of *Tibbermore*, or any Part thereof, without the Consent of the said Parochial Board, to be signified in Writing under the Hands of the Chairman and Clerk for the Time being of the said Parochial Board, anything in this Act contained to the contrary notwithstanding.

Certain Lands not to taken.

Power to construct Works.

34. It shall be lawful for the Committee, for the Purpose of improving the Station, and for any other Purpose connected therewith or necessarily incident thereto, and subject to the Provisions contained in this Act and in the Acts incorporated herewith, and in the said Terms of Arrangement scheduled to this Act, to construct and maintain the additional Lines of Railway, Sidings, and other Works herein-after described in the Lines and upon the Lands delineated on the amended deposited Plan and described in the deposited Book of Reference, and according to the Levels defined on the Sections of such Plan.

Description of additional Works.

35. The additional Lines of Railway, Sidings, and other Works by this Act authorized are the following; that is to say,

First, a Line of Railway (herein-after called "Railway No. 1.") to pass by the West Side of the Station Building, according to the Red centre Line shown on the amended deposited Plan, commencing by a Junction with the Main Lines of the *Scottish Central* Railway at a Point thereon One hundred and thirty-two Yards or thereby, measured Southwards, from the South Abutment of *Craigie Burn Bridge*, and joining the existing Main Line of the *Scottish Central* Railway at a Point thereon not further North than One hundred and twenty Yards, measured Southwards, from the Southern Wall of *Glasgow Road Bridge* over the *Scottish North-eastern* Railway in the *East Church* Parish of *Perth*, and thereafter following the Course of the said existing Main Line, and terminating by a Junction with the *Scottish North-eastern* Railway at *Glasgow Road Bridge* as shown by the Red centre Line on the amended deposited Plan; and the Eastern or Up-Line of the said Railway No. 1. shall not be constructed further East than the centre Red Line representing such Railway on the said amended deposited Plan.

Second, a Line of Railway and Sidings (herein-after called "Railway No. 2."), such Line of Railway diverging out of the Railway first described at a Point thereon Twenty-two Yards or thereby Northward from the Northern Wall of *St. Leonard's Bridge* in the *West Church* Parish of *Perth*, and terminating at a Point on Ground now belonging to the Central Company upon the North-west of the Station in the *East Church* Parish of *Perth*, Twenty-two Yards or thereby North-westward from the North-west Corner of the Station Buildings:

Third, a connecting Railway (herein-after called "Railway No. 3."), commencing by a Junction with the Lines of the Railway first above described at a Point thereon Eighty-seven Yards or thereby, measuring Southwards, from the said Northern Wall of *St. Leonard's Bridge* in the *West Church* Parish of *Perth*, and terminating by a Junction with a Siding of the *North British* Railway Company which leads to their Engine Shed

Shed upon the Western Side of the *Scottish Central* Railway at a Point on the said Siding Seven Yards or thereby Northward of the Face of the North-west Abutment of the Railway Bridge over *Craigieburn* in the same Parish:

Fourth, the widening, Enlargement, and Extension of the Platform of the Station, and the Construction therein of additional and extended Dock Lines of Railway, with all proper Works and Conveniences connected therewith, which widening, Enlargement, and Extension will commence at the Southern End of the said Platform, and terminate on the Ground now occupied by the Railway Sidings belonging to the Central Company beyond the present Limits of the Station at a Point Forty Yards or thereby Northward of the Northern End of the Station, Shed, or Building; and this Provision is the Provision referred to in Article 16 of the said Terms of Arrangement as the Fourth Division of the 36th Clause of the Bill.

Power to stop up Road from Glover Street to Glasgow Road, and to make a new Line of Road in lieu of it.

36. It shall be lawful for the Committee to stop up so much of the Road leading from the North End of *Glover Street* in *Perth* Northward towards the Turnpike Road from *Perth* to *Auchterarder* (commonly called the *Glasgow Road*) as is situated between the said Street and the said South-west Corner of the said Town Manure Depôt, and to use the Site of the Road so stopped up (all in the *East Church* Parish of *Perth*) for Purposes connected with the Station; and it shall be lawful for the Committee, in lieu of the Road so stopped up, to make and maintain a new Line of Road commencing at the North End of *Glover Street* aforesaid in the said *East Church* Parish, and passing through or into the same Parish, and terminating by a Junction with the Road leading Westward from the said Town Manure Depôt at a Point thereon Eighty-seven Yards or thereby, measured Westward along the said Road, from the said South-west Corner of the said Town Manure Depôt, such Road to be made in the Line and upon the Lands shown on the amended deposited Plan and described in the deposited Book of Reference; and, subject to the said Terms of Arrangement, the Committee may enter upon, purchase, take, and use the whole of the Lands delineated on the said Plan in connexion with the said Road; and the Commissioners or Trustees now liable to the Repair of the Roads so to be stopped up shall be liable to the Repair of the said intended new or substituted Road.

Access to Town Manure Depôt to be left.

37. Provided always, That the Committee shall leave open as an Access to the Town Manure Depôt so much of the said Road from *Glover Street* to *Glasgow Road* as is situated between the said *Glasgow Road* and the South-west Corner of the said Depôt, as laid down on the Plan referred to in the Schedule annexed to "The *Scottish Central* Railway (Station, &c.) Act, 1864."

38. It

Power to purchase other Lands.

38. It shall be lawful for the Committee, subject to the Provisions of this Act and of the Acts incorporated herewith, to enter upon, purchase, and take, compulsorily or otherwise, for the Purpose of the Station, and in accordance with the said Terms of Arrangement, the Triangular Piece of Ground belonging to Lord *Elibank* described on the deposited Plan, and situate between the said Roads proposed to be stopped up and the said intended new or substituted Road, bounded on the East by the said Road leading from the North End of *Glover Street* to the *Glasgow Road*, on the North by the before-mentioned Road leading Westward from the South-west Corner of the said Manure Depôt, and upon the West by a Ditch or Stream separating the said Triangular Piece of Ground from the Property of Lord *Gray* of *Kinfauns*, all situated in the *East Church* Parish of *Perth*.

Period for Completion of Works.

39. The Committee shall complete the Railways, Sidings, Road, and Works by this Act authorized within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Committee for executing the same shall cease to be exercised.

Railway No. 1. when given up to Central Company to be subject to existing Powers and Rights over existing Railway for which it is substituted.

40. Subject to the said Terms of Arrangement, and in accordance therewith, when and so soon as Railway No. 1. shall have been completed by the Committee, the same shall be given over to the Central Company, and shall for all Purposes become and be vested in them as Part of their Main Line, and be held to be their Main Line passing through the Station, and shall be subject to all the Powers and Provisions affecting the same, and be maintained as directed by this Act; and thereupon such Portion of the existing Main Line of the Central Railway within the Station which shall not form Part of Railway No. 1. shall cease to be Part of the Main Line of the Central Railway, and shall become and be Part of the Railways within the Station, and may be appropriated and altered by the Committee as they think fit; and thereupon the Committee, and all Companies and Persons who may have any Right of User of or other Easement upon or Power over the respective Portions of the existing Main Line lying between the Point of Commencement and the Point of Termination of Railway No. 1., and situated within or to the North or South of the existing Station, shall have the same Right of User or other Easement or Powers upon or over the corresponding Portions of the said substituted Portion of Main Line; and all Companies and Persons who, in respect of such Right of User or other Easement or Power, or under any Agreement with the Central Company, are liable to the Payment of any annual or other Sum of Money to the Central Company, shall continue liable to the same Payments, and to the Performance of the same Obligations in respect of the Right of User or other Easement or Power by this Act conferred upon

them

them over the corresponding Portions of the said substituted Portion of Main Line of Railway, and subject to the Conditions, Limitations, and Provisions contained in the existing Acts relating to the Central Railway, or in any other Act relating to the said existing Portion of the Central Railway in or through or near the Station; and it shall be lawful for the Central Company to demand and recover, for the Use of the said substituted Portion of Main Line, and the Conveyance and Haulage of Traffic thereon, the same Tolls, Rates, and Charges which, if such Substitution had not been made under the Powers of this Act, they might lawfully demand and recover for the Use of their said existing Portion of Main Line.

Appropriation of new Works.

41. Notwithstanding anything herein-before contained, the several Railway Works to be constructed and the Lands to be acquired under the Powers of this Act shall respectively be executed, appropriated, transferred, or used and paid for and applied in the Manner and by the Companies or the Committee as stipulated for in the said Terms of Arrangement set out in the Schedule (A.) to this Act annexed.

Station to be the joint Property of the Three Companies, subject to the Provisions of this Act.

42. Subject to the vesting of the Station in the Committee, and to the Powers, Authorities, and Control by this Act conferred on the Committee for the Management, Appropriation, and Improvement thereof, and subject also to the Right of User thereof, and other Rights now vested in the *Inverness* Company under this Act, and subject also to the Stipulations and Agreements contained in the Agreements confirmed by "The *Inverness and Perth Junction* Railway Act, 1861," and in the Agreements confirmed by "The *Scottish North-eastern* Railway Amendment Act, 1862," and to the Terms of Arrangement set out in the Schedule (A.) to this Act annexed, the Station shall be deemed the Property of the Central Company, the *Scottish North-eastern* Company, and the *North British* Company, in the Proportion of Two Fifths to the Central Company, Two Fifths to the *Scottish North-eastern* Company, and One Fifth to the *North British* Company.

Saving Rights under certain Agreements.

43. Except so far as the Provisions of the Agreements hereinafter mentioned may be affected by the Incorporation of the Committee, and the vesting of the whole Station and Works and the absolute Control and Management thereof in the Committee, and except as otherwise expressly provided by this Act or the said Terms of Arrangement, or consequent on the Provisions thereof respectively, nothing in this Act contained shall lessen, prejudice, or take away any Right of User, or other Right, Power, or Privilege granted to or vested

vested in any of the Companies or Persons Parties thereto by the several Agreements following; that is to say,

The Agreements set out in the Schedules (A.) and (B.) to "The *Inverness and Perth Junction* Railway Act, 1861," and confirmed by that Act:

The Agreements of the Sixth and Seventh Days of *September* One thousand eight hundred and sixty, made between the Central Company and the *Scottish North-eastern* Company, and the Agreement of the Sixth, Seventh, and Nineteenth Days of *September* One thousand eight hundred and sixty, made between the Central Company and the *Scottish North-eastern* Company and the *Edinburgh* Company, both recorded in the Books of Council and Session at *Edinburgh* the Twenty-sixth Day of *October* One thousand eight hundred and sixty, and confirmed by Section 33 of "The *Scottish North-eastern* Railway Amendment Act, 1862," and the Agreement dated the Twenty-fourth Day of *October* and the Second Day of *November* One thousand eight hundred and sixty-four, between the Central Company and the *Inverness* Company.

Accommodation to be provided for North-eastern (English) and Great Northern Railway Companies Traffic.

44. If the *North-eastern* Railway Company and the *Great Northern* Railway Company (herein-after called the Two *English* East Coast Companies), or either of them, shall have obtained Powers by any Act or Acts passed or to be passed in the present or any future Session of Parliament to employ in the Station Booking and Parcel Clerks and Agents, as regards Traffic carried by Passenger Trains, or to exercise Running Powers to, from, and through the Station for the Conveyance of any such Traffic, and shall desire to exercise such Powers or any of them, they shall be at liberty so to do at all Times and from Time to Time, at their own Cost, upon Payment for the same to the Committee of such additional Capital Sum or Sums as the Committee may necessarily expend in providing additional Accommodation at the said Station for the Purposes of enabling the said *English* East Coast Companies or either of them to exercise such Powers, or any annual Rent or Rents in lieu of such Capital Sum or Sums, and also such further annual Payment towards the Expense of Maintenance, general Management, Regulation, and Control of the Station as the Committee shall determine, and in case of Difference the Amount of such Payments shall be fixed from Time to Time by Arbitration in the Manner herein-after mentioned, either previously or subsequently to such Employment or User; and the Committee shall make such Arrangements and do all such Matters and Things as shall admit of such Employment and Exercise of Running Powers, and enable the Two *English* East Coast Companies, and those employed by them

them for any of such Purposes, to exercise those Powers and discharge the Duties connected therewith efficiently and conveniently in all respects, and to obtain and have all such Facilities and Protection for their Traffic to and from the Railways of the said Two Companies or either of them as they shall be entitled to under such before-mentioned Act or Acts; provided that the Two *English* East Coast Companies and their Clerks and Agents shall, in reference to their respective User of the Station and Conduct therein, be subject to the Byelaws and reasonable Regulations of the Committee, anything in any of the before-mentioned Acts to the contrary of these Enactments notwithstanding; and in case of Difference between the Two *English* East Coast Companies or either of them and the Committee on any of the aforesaid Matters, the same shall from Time to Time be settled by Arbitration; and all Arbitrations under this Section shall be conducted in the Manner provided by "The Railway Companies Arbitration Act, 1859;" and if in carrying out the Provisions of that Act with respect to any such Arbitrations the Parties cannot agree as to the Appointment of a single Arbitrator, the Matter shall be referred to Two Arbitrators, one to be appointed by the Two *English* East Coast Companies, or such of them as may be Parties to the Dispute, and the other by the Committee, and such Arbitrators shall appoint an Umpire in the Manner provided by the said Act.

Committee not to pay Interest on paid-up Calls.

45. It shall not be lawful for the Committee or any of the Companies, out of any Money by this Act authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Committee or any of the said Companies from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

Deposit for new Act not to be made out of Monies raised by virtue of this Act.

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

47. This

Commencement of Act.

47. This Act shall commence and take effect on and from the First Day of *September* 1865.

Powers conferred on Central Company to be exercised by Caledonian Railway Company.

48. And whereas there is a Bill now pending in Parliament, entitled *An Act for the Amalgamation of the* Scottish Central *Railway Company with the* Caledonian *Railway Company, and for other Purposes*, by which Act, if passed into a Law, the Central Company, from and after the 1st Day of *August* 1865 (being the Time therein fixed for the Commencement of the said Act), will be dissolved, and the said dissolved Company will be amalgamated with the *Caledonian* Railway Company, and the Undertaking of the said dissolved Company will be transferred to and vested in the *Caledonian* Railway Company, who by virtue thereof will become entitled to all the Shares, Powers, and Interests of the Central Company in the *Perth* General Station, and also become subject to all their Obligations and Liabilities in respect thereof: Therefore, if the said Amalgamation Act shall pass into a Law in the present Session of Parliament, then from and after the Commencement of this Act all the Shares and Interests of the Central Company in the Station, and all the Powers, Rights, and Interests, Obligations and Liabilities, of the Central Company, in or in respect of the Station, and which will then have become vested in the *Caledonian* Railway Company, shall be and remain vested in that Company, subject to the Powers, Provisions, Stipulations, and Conditions in this Act contained; and all the Powers and Provisions of this Act in which the Central Company is named shall be construed as if the Name of the *Caledonian* Railway Company had been inserted therein instead of the Name of the Central Company, and the Members of the Joint Committee named by the Central Company shall be and be deemed to have been duly appointed by the *Caledonian* Railway Company.

Powers conferred on Inverness Company to be exercised by the Highland Railway Company.

49. And whereas there is a Bill now pending in Parliament, intituled *An Act to authorize the Consolidation into One Undertaking of the* Inverness and Perth Junction *and the* Inverness and Aberdeen Junction *Railways, and the Union into One Company of the Two Companies to which the said Railways respectively belong, to consolidate and amend the Acts relating to the same Companies, and for other Purposes*, by which Act, if passed into a Law, the *Inverness and Perth Junction* Railway Company and the *Inverness* Company, from and after the First Day of *August* 1865 (being the Time therein fixed for the Commencement of the said Act), will be dissolved, and the Proprietors of the said Two Companies will be incorporated into a Company, to be called the *Highland* Railway Company, and the Undertakings of the said Two Companies will thereupon be united as therein provided by the Name of the *Highland* Railway, and by virtue of the said Act the *Highland* Railway Company will become entitled to

to all the Share, Power, and Interest of the *Inverness* Company in the *Perth* General Station, and also become subject to all the Obligations and Liabilities of the *Inverness* Company in respect thereof: Therefore, if the said last-mentioned Act shall pass into a Law in the present Session of Parliament, then, from and after the Commencement of this Act, all the Share and Interest of the *Inverness* Company in the Station, and all the Powers, Rights, and Interests, Obligations and Liabilities, of the *Inverness* Company, in or in respect of the Station, and which will then have become vested in the *Highland* Railway Company, shall be and remain vested in that Company, subject to the Powers, Provisions, Stipulations, and Conditions in this Act contained, and all the Powers and Provisions of this Act in which the *Inverness* Company is named shall be construed as if the Name of the *Highland* Railway Company had been inserted therein instead of the Name of the *Inverness* Company, and the Members of the Joint Committee named by the *Inverness* Company shall be and be deemed to have been duly appointed by the *Highland* Railway Company; but nothing in the said last-mentioned Amalgamation Act contained shall confer upon the *Highland* Railway Company any greater Right or Interest in or over the Station than the *Inverness* Company could have had or enjoyed therein under this Act if the said Amalgamation Act had not been passed.

Expenses of Act.

50. All the Costs, Charges, and Expenses of applying for and obtaining this Act, and in any way preparatory or incidental thereto, shall be paid by the Committee out of any Funds in their Hands or under their Control, and applicable to the Purposes of the Station.

SCHEDULES referred to in this Act.

SCHEDULE (A.)

TERMS of ARRANGEMENT between the Promoters of the Perth Station Bill and the Scottish Central Railway Company.

1. The North British Company to transfer the whole of their Ground and Sidings at Perth Station on the East Side of the Scottish Central Railway to the Scottish Central Company.

2. The North British Company and the Joint Committee to transfer the present Goods Station (coloured Yellow on Plan) to the Scottish Central Company, so far as not already belonging to them.

3. The Portion of Railway which connects the Dundee, Perth, and Aberdeen Railway with the Scottish Central Main Line to be declared Part of the Main Line of the Dundee and Perth Railway, and to be maintained, controlled, and managed by the Scottish Central Company.

4. The Scottish Central Company to transfer the whole of their Ground situated on the West Side of the General Station or proposed Extension thereof, and any Works now thereon, to the North British Railway Company, including the Ground which the Scottish Central Company are entitled to acquire from the Corporation and Police Commissioners of Perth under the Scottish Central Railway (Stations, &c.) Act, 1864.

5. The whole of the Lands to be transferred to the Scottish Central and North British Railway Companies respectively to be valued by John Dickson, Saughton Mains, and the Company receiving an Excess of Value to pay to the other the Amount of such Excess: Providing that, so far as regards the Ground coloured Yellow, the Portion thereof now occupied by the North British Company shall be alone included in the Valuation of that Ground, the Portion now occupied by the Scottish Central Company having been already paid for by them.

6. The Joint Committee to exercise the Powers for taking Land authorized by their Bill to the Effect of enabling the North British Company, at their own Cost, to acquire the whole Land scheduled for Station Purposes to the West of the General Station or proposed Extension thereof, and all Land necessary to form the requisite Railway Connexions with such Station Ground, and which shall include the Land requisite for a Connexion through or by St. Leonard's Bridge with the existing Siding of the North British Company situated to the South thereof, the Scottish Central Company agreeing to give for this Purpose the requisite Land under the Bridge coloured Purple on Plan.

7. The Scottish Central Company to vest the Station Committee in the whole Lines and Sidings within the extended Limits of the existing Station shown on the Plan as relative hereto between the present Northern Limits and the Glasgow Road Bridge, except the substituted Line No. 1.

8. The

8. The Scottish Central Company to transfer to the Joint Committee a Piece of Ground at the North-east of the Station shown on relative Plan, comprising (1st) a Piece of Ground of 250 Feet in Length by 52 Feet in Breadth for the Erection of a Carriage Shed, coloured Green on the said Plan; (2nd) a small Segment of Ground adjoining thereto necessary for the Purposes of the intended Hotel, to be fixed by Mr. Harrison; and (3rd) sufficient Ground for Sidings leading from the proposed Shed to join the Main Line, South of the Point of Conveyance after mentioned, also coloured Green on the Plan.

9. The Scottish Central Company to vest the Joint Committee in the Main Lines within the Station Limits; the Joint Committee to construct the Railway No. 1. on the Scottish Central Plan, as after mentioned, as a double Line, and the same shall be vested in the Scottish Central Company and shall be held to be their Main Line passing through the Station, and the same shall be maintained by the Joint Committee so far as passing through the Station, as extended, and by the Scottish Central Company, so far as beyond the Station, all existing Powers, Rights, and Provisions, and Agreements now applicable to the respective Portions of the existing Main Line lying between the Point of Commencement and the Point of Termination of Railway No. 1., and situated within or to the North or South of the Station, being applicable to the corresponding Portions of Railway No. 1.

10. Railway No. 1. so far as within the present Station, to be constructed not further to the East than the Centre Line described as No. 1. on the Scottish Central Company's Plans.

11. Unless otherwise agreed on between the Parties, the Station Lines to be so altered that Railway No. 1. shall follow the Course of the present Main Line Southward from the Glasgow Road Bridge, so that all the Lines through the Station shall converge upon the said Main Line not further North than 360 Feet Southward from the Glasgow Road Bridge; and the Scottish Central Company to have the Power to lay down a Connexion from the Down Line of No. 1. by which they may cross to and from their Ground to the East of the extended Station; the Crossing so formed to be under the Control and Direction of the Joint Committee, subject to an Appeal to the Arbiter appointed by the Joint Committee.

12. The North British Company to have Right to construct, at their own Expense, the Railway No. 2., and, if they see fit, to form a Northern Connexion between it and the Railway No. 1. South of the said Point of Convergence; the Connexions between the North British Sidings and Engine Shed to the General Station, where varied, to be conveniently replaced, and to be kept open through the same Arch of St. Leonard's Bridge as at present.

13. Railway No. 3. to be formed for the Use of the North British Company; and if the Scottish Central Company require it, they may form a Connexion with the Siding on the West on the Line of No. 4. of their own Plans, but their Power to do so to infer no additional Right, nor to interfere with the North British Company's making such Connexion as they may require between the Siding and their Land adjoining the same on the West.

14. The Joint Committee to pay the Scottish Central Company for the Land to be taken for the Shed, Sidings, and Hotel at the North-east of the Station, to be valued by Mr. Dickson.

15. The

15. The North British Company to pay the Joint Committee for the Land to be taken by them to the Westward of Railway No. 1., also to be valued by Mr. Dickson.

16. The internal Improvements in the Station, and the Extension of Platform, &c., to be carried out as provided for in the 4th Division of the 36th Clause of the Bill.

17. The Station Hotel to be erected as provided in the Bill for the same, the Scottish Central becoming Parties thereto.

18. The whole Details and Arrangements for carrying out the present Settlement to be fixed by Thomas Elliott Harrison, whom failing, by John Hawkshaw.

19. The Joint Committee to be incorporated, with all the Powers they now possess, and with the additional Power to purchase and hold Lands; and the Committee to be vested by the Scottish Central Company in the Right of Property of the Station now held by them, excepting as aforesaid.

20. The Transfer of the Lands above provided for to be carried out within Twelve Months from the passing of the Act.

21. It is understood that, unless so far as hereby expressly altered, the Rights of all Parties are to remain as at present.

22. The Clauses for carrying out the preceding Arrangement, and obtaining the Sanction of Parliament thereto, to be determined by Mr. Lloyd, who shall settle any Disputes as to the Meaning of this Agreement.

23. So soon as this Agreement is carried into effect, the Scottish Central Bill to be withdrawn, and the Expenses of it to be paid by the Joint Committee.

Westminster, 3rd May 1865.

SCHEDULE (B.)

Parts of Acts relating to the Perth General Station which are repealed by this Act:

Sections 61, 62, 63, 64, 65, 66, 67, 68, 69, 81, 83, and 84, of "The Scottish Central Railway Consolidation Act, 1859;" and

Section 58 of "The Inverness and Perth Junction Railway Act, 1861."

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