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VICTORIÆ REGINÆ.

Cap. clxviii.

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. [29th June 1865.]

WHEREAS the Undertakings of the *Inverness and Perth Junction* and the *Inverness and Aberdeen Junction* Railway Companies form continuous Portions of the great central Line of Communication from *Perth* to the North of *Scotland*; and the Undertaking of the *Inverness and Perth Junction* Railway Company has been, since its opening and Completion, worked by the *Inverness and Aberdeen Junction* Railway Company, under Powers to that Effect granted by "The *Inverness and Perth Junction* Rail-
way Act, 1861:" And whereas it would conduce to the public Advantage, and to the convenient and economical working of the same Undertakings, that they should be permanently united; and the Companies are desirous and have agreed that, subject to the Sanction of Parliament, their Undertakings should be united and placed under One Management as One Undertaking, and that the said Two Com-

24 & 25 Vict.
c. clxxxvi.

[*Local.*]

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panies

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panies should be amalgamated into One Company under the Name of "The *Highland* Railway Company:" And whereas the Undertaking of the *Inverness and Perth Junction* Railway Company embraces and includes, (first,) a Railway, originally called "The *Perth and Dunkeld* Railway," from the *Scottish Midland Junction* Railway near *Stanley* to *Birnam* near *Dunkeld* in the County of *Perth*, constructed under the Powers of "The *Perth and Dunkeld* Railway Act, 1854," and vested in the *Inverness and Perth Junction* Railway Company by "The *Inverness and Perth Junction* and *Perth and Dunkeld* Railways Amalgamation Act, 1863;" (secondly,) a Railway in continuation thereof from *Dunkeld* to a Junction with the Main Line of the *Inverness and Aberdeen Junction* Railway at the Town of *Forres* in the County of *Elgin*, with a Branch Railway to *Aberfeldy* in the County of *Perth*: And whereas the Undertaking of the *Inverness and Aberdeen Junction* Railway Company embraces and includes, (first,) a Main Line of Railway from the Town of *Keith* in the County of *Banff* to *Nairn* in the County of *Nairn*, with a Branch Railway therefrom to *Burghead* in the County of *Elgin*; (secondly,) a Railway in continuation of the said Main Line from *Nairn* to the Town of *Inverness*, originally called "The *Inverness and Nairn* Railway," and constructed by the *Inverness and Nairn* Railway Company, and which Railway was vested in the *Inverness and Aberdeen Junction* Railway Company by "The *Inverness and Aberdeen Junction* Railway Act, 1861;" (thirdly,) a Railway from *Inverness* in the County of *Inverness* to *Dingwall* and *Invergordon* in the County of *Ross*, in continuation of the last-mentioned Railway, originally called "The *Inverness and Ross-shire* Railway," and constructed by the *Inverness and Ross-shire* Railway Company, and which Railway was vested in the *Inverness and Aberdeen Junction* Railway Company by "The *Inverness and Aberdeen Junction* Railway Act, 1862;" (fourthly,) a Railway in continuation thereof from *Invergordon* to *Tain* and *Ardgay* near *Bonar Bridge* in the County of *Ross*: And whereas the Acts in force relating to the *Inverness and Perth Junction* Railway Company are set forth in Part I. of the First Schedule to this Act, and the Acts in force relating to the *Inverness and Aberdeen Junction* Railway Company are set forth in Part II. of the same Schedule, and which Acts respectively are herein-after referred to as the recited Acts: And whereas it is expedient that, for the Purposes of such Amalgamation, and upon the same taking effect, the Constitution of the Companies should be altered, and that, in order to avoid the Inconvenience arising from several Acts relating to the same Purposes being in force at the same Time, the recited Acts should be repealed, and the Provisions thereof should be modified and amended, and that the same, when so modified and amended, should be consolidated into One Act, and that the Proprietors of Ordinary and Preference Stocks in the said Companies should be re-incorporated as One Company, and their respective Rights, Powers, and Privileges,

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Privileges, and the Powers, Rights, and Privileges of the united Company, and of the Holders of Debenture Stock and Mortgages of such united Company, should be defined: And whereas it is expedient that the Time for the Completion of the Undertaking of the *Inverness and Perth Junction* Railway Company should be extended, and that the united Company hereby incorporated should be authorized to acquire additional Lands at *Inverness* for the general Purposes of their Undertaking: And whereas, in order to provide for the Monies expended and to be expended, and the Liabilities incurred and to be incurred, in completing the respective Undertakings of the united Company, and providing the necessary Works and Conveniences for the Accommodation of their Traffic, it is expedient that they should be authorized to raise further Sums of Money to the Extent herein-after provided: And whereas the 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,)

1. This Act may for all Purposes be cited as "*The Highland Railway Act, 1865*," and, except as herein otherwise expressly provided, shall commence and take effect on and from the First Day of *August* One thousand eight hundred and sixty-five. Short Title.

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Companies Clauses Act, 1863," Parts I., II., III., and IV., and "The Railways Clauses Act, 1863," Parts I., II., III., and V., so far as the said Acts are not expressly altered or varied by the Provisions of this Act, are hereby incorporated with this Act; and in construing the said Acts for the Purposes of this Act, and in construing this Act, the following Words and Expressions shall have the Meanings hereby assigned them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

8 & 9 Vict.
cc. 17. 19.
& 33.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. & 118.
incor-
porated.

Interpreta-
tion of
Terms.

"The Special Act" shall mean this Act:

"The *Perth* Company" shall mean the *Inverness and Perth Junction* Railway Company:

"The *Inverness* Company" shall mean the *Inverness and Aberdeen Junction* Railway Company:

"The united Company" or "the Company" shall mean the Two Companies united by this Act under the Name of "*The Highland* Railway Company:"

"The Undertaking" shall mean the Undertaking of the united Companies as defined by this Act.

3. Subject

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Repeal of
Acts in
Schedule
No. 1.

3. Subject to the Provisions of this Act the recited Acts are hereby repealed, but, notwithstanding such Repeal, they may be cited for any Purpose by their respective Short Titles.

Continuing
certain
Sections of
Acts.

4. The several Sections and Provisions of the Acts hereby repealed set forth in the Third Schedule to this Act shall, notwithstanding the Repeal of such Acts, continue in full Force, so far as the same were in force and capable of being exercised or acted upon immediately before the passing of this Act, and such Sections and Provisions shall respectively have the same Interpretation and Operation as they would have had if the said Acts had not been repealed, and shall be binding upon the Company hereby incorporated, and all Persons bound thereby or liable thereunder, to the same Extent as they would have had if the Act in which those Sections and Provisions respectively were contained had not been repealed; and all Acts, Agreements, Leases, Matters, and Things made or done under the said Acts, or by virtue or in pursuance thereof, or which may have been confirmed or sanctioned thereby, and all Rights, Liabilities, Claims, and Demands, present or future, which, if this Repeal had not taken place, would be incident to or consequent thereon, shall be unaffected by the passing of this Act, and shall be equally valid and effectual and binding on the Company, and all Persons or Companies bound thereby or liable thereunder, to the same Extent as if this Act had not been passed.

Defining
Undertak-
ings of
Inverness
and Perth
Junction and
Inverness
and Aber-
deen Junc-
tion Railway
Companies.

5. The Undertaking of the *Perth* Company to which this Act shall apply is hereby declared to be the several Railways, with their Branches and Extensions, and the Stations, Sidings, Buildings, Approaches, fixed Plant, and other Works appertaining to or forming Part of those Railways respectively, and all the Land, and all other the Property, Estate, Mortgages, moveable Plant, Credits, Money, and Effects, Real and Personal, which, immediately before and at the Commencement of this Act, shall belong or be leased to or be vested in the *Perth* Company, and all the Rights, Interest, and Estate which the same Company shall then possess or be entitled to in any Railways, Stations, or Works jointly or in common with any other Company, and the Share or Shares of the same Company in the Capital Stock of any other Company, and all the Rights, Powers, and Privileges which the same Company shall then have or be entitled to use and exercise in or over any other Undertaking; and the Undertaking of the *Inverness* Company to which this Act shall apply is hereby declared to be the several Railways, with their several Branches and Extensions, and the Stations, Sidings, Buildings, Approaches, fixed Plant, and other Works appertaining to or forming Part of those Railways, together with the Buildings and Premises attached to and forming Part of the Company's Station at *Inverness* called "The Station Hotel," with all the Furniture and

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and Fixtures of the said Hotel and in and about the same, and in and about the Stations of the said Company, and all the Land, and all the Property, Estate, Mortgages, moveable Plant, Credits, Money, and Effects, Real and Personal, which immediately before and at the Commencement of this Act shall belong or be leased to or be vested in the *Inverness* Company, and all the Rights, Interest, and Estate which the same Company shall then possess or be entitled to in any Railways, Stations, or Works jointly or in common with any other Company, and the Share or Shares of the same Company in the Capital Stock of any other Company, and all the Rights, Powers, and Privileges which the same Company shall then have or be entitled to use or exercise in or over any other Undertaking.

6. On the Commencement of this Act the *Perth* Company and the *Inverness* Company shall, except for the special Purpose herein-after mentioned, be and the same Companies are hereby, from and after that Date, dissolved; and the several Persons and Corporations who, immediately before the Commencement of this Act, were Proprietors of the Ordinary and Preference Stocks in the said Companies, and all other Persons and Corporations who shall hereafter subscribe towards the Undertaking of the Company, and the Executors, Administrators, Successors, and Assigns of such several Persons and Corporations, are hereby incorporated into a Company, to be called "*The Highland Railway Company*," and the Two Companies shall be deemed to be amalgamated for the Purposes of Part V. of "*The Railways Clauses Act, 1863*," and the Undertaking of the united Companies shall thenceforth be called "*The Highland Railway*," and shall be the Undertaking of the united Company; and the said united Undertaking shall (subject to the Provisions of this Act) be vested in the united Company, and shall be held, possessed, enjoyed, used, exercised, and executed by the united Company, in the same Manner and to the same Extent as the Undertakings of the dissolved Companies respectively were, or, if this Act had not passed, would or might have been held, possessed, enjoyed, used, exercised, or executed by the Companies hereby dissolved.

Dissolution of Companies and Amalgamation under the Name of the "*Highland Railway Company*."

Vesting of Undertaking of dissolved Company in the united Company.

7. On the Commencement of this Act the several Persons and Corporations who shall then be Proprietors of Shares or Stock, of whatever Class, Quality, or Denomination (exclusive of Debenture Stock), and whether guaranteed, preferential, or ordinary, of and in the Capital of the *Perth* Company, and the several Persons and Corporations who shall then be Proprietors of Shares or Stock, of whatever Class, Quality, or Denomination, and whether guaranteed, preferential, or ordinary, of and in the Capital of the *Inverness* Company, shall respectively be Proprietors of Shares or Stock of and in the Capital of the Company of the like Denomination and Amounts, and, as respects the Proprietors of Guaranteed and Pre-

Shareholders in existing Companies to be Shareholders in united Company.

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ferential Shares or Stock, with the like Qualities, Privileges, and Incidents as are annexed or incident to such Shares or Stock in the Capital of the Company whereof immediately before the Commencement of this Act they shall be respectively Proprietors, but with and subject to the Priorities herein declared.

First and
other Ordinary
Meetings.

8. The First Ordinary Meeting of the Company shall be held within Four Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *March* or *April* and *September* or *October* in every Year as the Directors may appoint; and all Ordinary Meetings shall be held in the Town of *Inverness*.

Quorum of
General
Meetings.

9. The Quorum of General Meetings of the Company shall be Fifteen Shareholders, present personally or by proxy, holding in the aggregate not less than Thirty thousand Pounds in the Capital of the Company.

Votes of
Share-
holders.

10. At all General Meetings of the Company the Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) for Two Shares up to Ten Shares One Vote, and an additional Vote for every Ten Shares to the Extent of One hundred Shares; for more than One hundred Shares an additional Vote for every Twenty Shares over and above the said One hundred Shares: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid up all the Calls when payable upon the Shares held by him.

Number and
Qualification
of Directors.

11. The Number of Directors shall be Eighteen, and the Qualification of a Director shall be the Possession in his own Right of Two hundred Shares in the Capital of the Company.

First Direc-
tors of united
Company.

12. The First Directors of the Company shall be and consist of Nine Directors of the *Perth* Company and of Nine Directors of the *Inverness* Company who at the Time of Amalgamation shall be in Office, to be selected by Agreement among the Directors of those Companies, or, failing Agreement, by Ballot among themselves, such Selection to be made within One Month after the passing of this Act, and shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act.

Power to
vary the
Number of
Directors.

13. It shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Nine.

Quorum

14. The Quorum of a Meeting of Directors shall be Three, and the Quorum of any Committee of Directors shall be Three.

Newspapers
for Adver-
tisements.

15. The Newspapers in which Notices relating to the Affairs of the Company shall be inserted shall be such local Newspapers as the Directors shall think fit.

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16. The Domicile of the Company, with reference to all Judicial Proceedings or Actions at Law, shall be held to be the Town of *Inverness*. Domicile of Company.

17. It shall be lawful for the Directors to close the Registers of Transfers for a Period not exceeding Fourteen Days previous to each Extraordinary Meeting of the Company, and they may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper published in *Inverness*, and any Transfer made during the Time when the Transfer Books are so closed shall, for the Purposes of such Meeting, but not otherwise, be considered as made subsequently to such Meeting. Power to close Transfer Books at certain Periods.

18. Any Monies received by the *Perth* Company and the *Inverness* Company respectively after the Thirty-first Day of *January* One thousand eight hundred and sixty-five which belong and would be carried to Revenue Account shall be paid over or accounted for to the Company, and any Interest or Outgoings chargeable against and payable out of the Revenues of those Companies respectively after the Thirty-first Day of *January* One thousand eight hundred and sixty-five shall be chargeable against and paid out of the Revenue of the Company. Receipts of Companies after Jan. 31, 1865, to be paid, &c. to Company, and Interest, &c. of each, after that Day, to be borne by the Revenue of the Company.

19. And whereas the Capital of the *Perth* Company raised and authorized to be raised in Shares and Stock is set forth in Part I. of the Second Schedule to this Act: And whereas it is expedient that, for the Purposes of the Amalgamation, the Stock and Share Capital thereof should be declared and defined: Therefore the Capital of the *Perth* Company in Shares and Stock is hereby declared to be Seven hundred and fifty-four thousand Pounds Sterling. Defining Share Capital of *Inverness* and *Perth Junction Railway* Company.

20. And whereas the Capital of the *Perth* Company raised and authorized to be raised by borrowing on Mortgage is set forth in Part I. of the said Second Schedule: And whereas it is expedient that, for the Purposes of the Amalgamation, the Loan Capital should be declared and defined: Therefore the Capital of the *Perth* Company raised and authorized to be raised by Mortgage or by the Creation of Debenture Stock is hereby declared to be Two hundred and forty-three thousand Pounds, as shown and distinguished in Part I. of the said Second Schedule. Defining Loan Capital of *Inverness* and *Perth Junction Railway* Company.

21. And whereas the Capital of the *Inverness* Company raised and authorized to be raised in Shares and Stock is set forth in Part II. of the said Second Schedule, and it is expedient that, for the Purposes of the Amalgamation, that Capital should be declared and defined: Therefore the Capital of the *Inverness* Company in Shares Defining Share Capital of *Inverness* and *Aberdeen Junction Railway* Company.

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Shares and Stock is hereby declared to be One million and ninety-five thousand Pounds.

Defining
Loan Capital of Inverness and Aberdeen Junction Railway Company.

22. And whereas the Capital of the *Inverness* Company raised and authorized to be raised by borrowing on Mortgage, including the Debenture Stock into which Part of the Money borrowed has been converted, is set forth in Part II. of the said Second Schedule, and it is expedient that, for the Purposes of the Amalgamation, that Capital should be declared and defined: Therefore the Capital of the *Inverness* Company raised and authorized to be raised by borrowing on Mortgage or by the Creation of Debenture Stock, including the existing Debenture Stock, is hereby declared to be Three hundred and twenty-four thousand eight hundred and eighty Pounds, as shown and distinguished in Part II. of the said Second Schedule.

Defining
Share Capital of united Company.

23. The Capital of the united Company raised and authorized to be raised in Shares and Stock, exclusive of Debenture Stock, shall consist of the Capital in Shares of the *Perth* Company as herein-before declared and defined, and as set forth in Part I. of the said Second Schedule, and of the Capital in Shares of the *Inverness* Company as herein-before declared and defined, and as set forth in Part II. of the said Second Schedule, amounting in the whole to One million eight hundred and forty-nine thousand Pounds, and, in addition thereto, of any Capital in Shares or Stock which, by any other Act or Acts passed or which may be passed in the present Session of Parliament, the Companies respectively are or may be authorized to raise, and which shall be subject to further Increase by the Creation of additional Capital as herein-after provided.

Defining
Loan Capital of united Company.

24. The Loan Capital of the united Company shall consist of the Loan Capital of the *Perth* Company as hereby declared, and as set forth in Part I. of the said Second Schedule, and of the Loan Capital and Debenture Stock of the *Inverness* Company as hereby declared, and as set forth in Part II. of the said Second Schedule, amounting in the whole to Five hundred and sixty-seven thousand eight hundred and eighty Pounds, and in addition thereto of any Capital which, by any other Act or Acts passed or which may be passed in the present Session of Parliament, the Companies respectively or either of them are or may be authorized to raise by borrowing on Mortgage or by the Creation of Debenture Stock, and which shall be subject to further Increase by the additional Borrowing Powers as herein-after contained: Provided always, that such Loan Capital shall, in the event of either of the Companies or of the united Company purchasing or having purchased Land in consideration of an Annual Feu Duty or Ground Annual under the Powers of any of the Acts now or heretofore applicable to such Company or of

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of this Act, be diminished in respect of the Land so purchased by an Amount equal to Twenty Years Purchase of the said Feu Duty or Ground Annual: Provided also, that if the Companies or the united Company shall hereafter purchase, or shall have at the Time of the passing of this Act purchased, in Fee Simple, for a Sum in gross, the Lands originally held by them in Feu, or any of them, then it shall be lawful for them to borrow, in respect of the Lands so purchased, a Sum equal to Twenty Years Purchase of the Feu Duties formerly payable for the Lands so purchased, but always so as that the Company shall not at any Time borrow to an Extent exceeding One Third of the Share Capital *bonâ fide* subscribed for at the Time, and that the Sums to be borrowed by them in the whole shall not exceed the Sum of Five hundred and sixty-seven thousand eight hundred and eighty Pounds: And provided also, that it shall be lawful for the Company from Time to Time to raise all or any of the Money which they for the Time being have raised or are authorized to raise by Mortgage by the Creation and Issue of Debenture Stock.

25. All the Powers of the *Perth* Company and of the *Inverness* Company respectively as to the raising of further Capital, whether by the Creation of Shares or Stock, or by borrowing, which at the Commencement of this Act shall be subsisting, and not then exercised, or not fully exercised, shall, to the Extent of the united Capital in Stock and Shares, and of the united Loan Capital, as herein-before declared and defined, and no further, continue in force, notwithstanding the said Dissolution and Repeal, and, except as otherwise herein expressly provided, may be exercised by the Company in like Manner and to the same Extent as they might have been exercised by the *Perth* Company and the *Inverness* Company respectively: Provided also, that all Monies which may be raised by the Company under the Powers of the recited Acts, or of any other Act or Acts relating to the Companies hereby dissolved, or either of them, or of any other Act or Acts passed or which may be passed in the present Session of Parliament as aforesaid, shall be applied only to the Purposes of the Company.

Powers of existing Companies to raise further Share and Loan Capital vested in united Company.

26. The said Capital of One million eight hundred and forty-nine thousand Pounds shall, subject to the Provisions herein contained, be divided into Stock or Shares of the respective Amounts and Denominations and with the respective Rights following; (that is to say,)

Division of Capital into Stock or Shares.

First. Three thousand and forty Shares of Twenty-five Pounds each, which shall represent and be in lieu of the Shares formerly known as "*Perth and Dunkeld* Preference Shares," and shall be called "*Dunkeld Six per Cent.* Preference Shares," with an irredeemable Preference attached thereto of Six Pounds *per Centum per Annum*:

[*Local.*]

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Second.

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Second. Forty-five thousand Pounds consolidated Stock, which shall represent and be in lieu of the Stock or Shares formerly known as "Class A. Shares" of the *Inverness* Company, and shall be called "*Nairn Five per Cent. Preference Stock*," with an irredeemable Preference attached thereto of Five Pounds *per Centum per Annum* :

Third. Fifty-nine thousand and eighty Pounds consolidated Stock, which shall represent and be in lieu of the Stock or Shares formerly known as "Class B. Shares" of the *Inverness* Company, and shall be called "*Nairn Six per Cent. Preference Stock*," with an irredeemable Preference attached thereto of Six Pounds *per Centum per Annum*, and with the further Provision that if in any Half Year the Sum available for Dividend upon the Ordinary Stock or Shares of the Company shall be sufficient to pay a Dividend to the Holders of such Stock or Shares at a Rate exceeding Six Pounds *per Centum per Annum* the Proprietors of the said *Nairn Six per Cent. Preference Stock* shall, in respect of such Half Year, be entitled, in addition to the preferential Dividend at the Rate of Six *per Centum per Annum* herein provided to them, to a proportional Share with the Proprietors of such Ordinary Stock or Shares of such Excess, after Payment to the Proprietors of such last-mentioned Stock or Shares of a Dividend at the Rate of Six Pounds *per Centum per Annum* ; and in declaring such Excess regard shall be had to the Right of the Proprietors of the said *Nairn Six per Cent. Preference Stock* to participate therein accordingly :

Fourth. Five hundred and thirteen thousand six hundred and fifty Pounds consolidated Stock, to be called "Class A. Preference Stock," which shall represent and be in lieu of Twenty-five thousand four hundred Shares of Ten Pounds each in the *Perth* Company, called "*Perth Preference Shares*," One hundred and fifty thousand Pounds consolidated Stock formerly called "Class C. Shares" of the *Inverness* Company, and One hundred and nine thousand six hundred and fifty Pounds consolidated Stock formerly called "Class D. Shares" of the *Inverness* Company ; the said Five hundred and thirteen thousand six hundred and fifty Pounds consolidated Stock, now called "Class A. Preference Stock," having an irredeemable Preference attached thereto of Four Pounds Ten Shillings *per Centum per Annum* :

Fifth. Any other Shares with a Preference or Priority in the Payment of Dividend attached thereto which the united Company shall create and issue under the Provisions of the Acts relating to the *Perth* Company and the *Inverness* Company, or either of them, or of this Act :

Sixth.

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Sixth. Twenty-one thousand five hundred Shares of Ten Pounds each, called "*Ross-shire* Shares," which shall represent and be in lieu of Twenty-one thousand five hundred existing Shares of the like Amount and Denomination in the *Inverness* Company, bearing a Preferential Dividend at the Rate of Three Pounds *per Centum per Annum* for the First Year after the *Ross-shire* Railway shall have been opened throughout for the Conveyance of Passengers, to be thereafter increased to the Extent of Ten Shillings *per Centum per Annum* until the same shall reach a Sum equal to the Dividend payable and paid for the Time upon the Ordinary Shares of the Company, after which the said *Ross-shire* Shares shall rank *pari passu* with the Ordinary Shares of the Company, and carry the same Dividend in all Time thereafter :

Seventh. Sixteen thousand Shares of Ten Pounds each, called "*Ross-shire* Extension Shares," which shall represent and be in lieu of Sixteen thousand existing Shares of the like Amount and Denomination in the *Inverness* Company, bearing a preferential Dividend at the Rate of Three Pounds *per Centum per Annum* for the First Year after the Railway authorized by "*The Inverness and Aberdeen Junction* Railway (*Bonar Bridge* Extension) Act, 1863," shall have been opened throughout for the Conveyance of Passengers, to be thereafter increased to the Extent of Ten Shillings *per Centum per Annum* until the same shall reach a Sum equal to the Dividend payable and paid for the Time on the Ordinary Shares of the Company, after which Event the said Shares shall rank *pari passu* with the Ordinary Shares of the Company, and carry the same Dividend in all Time thereafter :

Eighth. Forty thousand Shares of Ten Pounds each, which shall represent and be in lieu of the remaining or Ordinary Shares of the *Perth* Company ; Three hundred and forty thousand three hundred and fifty Pounds consolidated Stock, which shall represent and be in lieu of the remaining or ordinary consolidated Stock of the *Inverness* Company ; all which Shares or Stock, and any other Ordinary Shares or Stock which may be created or issued by the Company, shall rank *pari passu*.

27. Notwithstanding such Dissolution, Repeal, and Amalgamation as aforesaid, the Right of Preference and Priority in the Payment of Dividend, which, by "*The Inverness and Perth Junction and Perth and Dunkeld* Railways Amalgamation Act, 1863," is secured to the Proprietors of the said *Perth and Dunkeld* Preference Shares, shall remain secured as in and by the said Act the same is now secured ; and the several Proprietors of the said Shares shall respectively continue to have, and may respectively exercise and enforce, the same Securities,
 Liens,

Reserving
 Rights of
 Dunkeld
 Preference
 Share-
 holders
 under
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Liens, Rights, Powers, Privileges, and Remedies upon and against such Parts of the united Undertaking of the Company upon which such Right of Preference and Priority is secured as if this Act had not passed: Provided that all Securities, Liens, Rights, Powers, Privileges, and Remedies which the Proprietors of the said Shares at the Commencement of this Act shall have and may exercise against the *Perth* Company under the Provisions of the said last-mentioned Act shall and may, after the Commencement of this Act, be had, exercised, and enforced against the united Company.

Continuing
Rights of
Preference.

28. Notwithstanding such Dissolution, Repeal, and Amalgamation as aforesaid, the several and respective Rights of Preference and Priority in the Payment of Dividend which by "*The Inverness and Aberdeen Junction Railway Act, 1862,*" are secured to the Proprietors of the said Class A., Class B., Class C., and Class D. Stocks, and to the said *Ross-shire* Shares (so long as a preferential Dividend shall continue to be payable under the Provisions of that Act and of this Act), and also the Right of Preference and Priority in the Payment of Dividend, which by "*The Inverness and Aberdeen Junction Railway (Bonar Bridge Extension) Act, 1863,*" is secured to the Proprietors of the said *Ross-shire* Extension Shares, (so long as a preferential Dividend shall continue to be payable under the Provisions of that Act and of this Act,) and also the Right of Preference and Priority in the Payment of Dividend which by "*The Inverness and Perth Junction Railway (Deviations) Act, 1863,*" is secured to the Proprietors of the Preference Shares created and issued in pursuance of that Act, shall remain secured as in and by the said Acts respectively the same are now secured; and the respective Proprietors of the said respective Stocks and Shares shall respectively continue to have, and may respectively exercise and enforce, the same Securities, Powers, Privileges, and Remedies, and shall respectively be subject to the same Restrictions and Incidents, as they had and might have exercised and enforced, or would have been subject to, if this Act had not passed.

Certificates
of Stock in
separate
Companies
to be ex-
changed for
Certificates
in the united
Company.

29. On and after the Thirty-first Day of *December* One thousand eight hundred and sixty-five any Proprietor of Shares or Stock in either the *Perth* Company or the *Inverness* Company who shall deliver the Certificate of such Shares or Stock at the principal Office of the Company to be exchanged and cancelled shall receive instead thereof, at the Expense of the Company, another Certificate for a like Amount and Denomination of Shares or Stock in the Company (distinguishing, where necessary, the particular Stock, in accordance with the Provisions herein-before contained,) to be substituted for the Shares or Stock represented by the Certificate delivered up; and until such Delivery or Exchange the existing Certificates of Shares
or

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or Stock in the Companies respectively shall have the same Effect as if they purported to be Certificates of the like Amounts and Denominations of the Shares or Stock to be so substituted; and upon the Certificate of every Preference Share or Stock the Terms and Conditions to which the same are subjected by the Provisions of this Act shall be clearly stated.

30. It shall be lawful for the Company at any Time, and from Time to Time, to raise such Sums of Money, in addition to the Capital which they are already authorized to raise, as they shall deem expedient, not exceeding in the whole the Sum of Four hundred thousand Pounds.

Power to raise additional Capital.

31. For the Purpose of raising such Sums of Money the Company may, with the Consent of the Shareholders voting, in person or by proxy, at any General Meeting of the Company specially convened for the Purpose, and holding at least Three Fifths of the paid-up Capital of the Company so represented at such Meeting, and being qualified to vote thereat in right of such Capital, create and issue new Ordinary or Preference Shares or Stock in their Undertaking of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and on such Terms and Conditions, and with such Rights of voting, as shall be determined by such Meeting.

Power to create new Shares or Stock for that Purpose.

32. It shall not be lawful for the Company to issue any new Shares, neither shall the same vest in the Holder thereof, unless and until a Sum being not less than Twenty Pounds *per Centum* shall have been paid up in respect thereof.

Shares not to issue until 20 per Cent. paid up.

33. One Fifth of the total Amount of any Share created under the Authority of this Act shall be the greatest Amount of any One Call which the Directors may make in respect of such Share, and Two Months at the least shall be the Interval between successive Calls in respect of any such Share, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Calls.

34. When and so soon as the whole of the Capital which the Company is authorized to raise by the Creation of Shares or Stock under this Act shall have been subscribed for, and One Half thereof shall have been paid up, and they shall prove to the Sheriff who is to certify under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and One Half thereof has been paid up, and that a Sum being not less than Twenty Pounds *per Centum* in respect of each

Power to borrow.

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Share has been paid up on the Issue and Acceptance thereof, and that every Share is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, it shall be lawful for the Company from Time to Time, with the Authority of any General Meeting of the Company, to borrow on Mortgage of their Undertaking, in addition to any other Sums which they are or may be authorized to borrow, any Sum or Sums of Money not exceeding in the aggregate One hundred and thirty-three thousand Pounds.

Former
Mortgages
to have
Priority.

35. All Mortgages granted by the *Perth* Company or the *Inverness* Company before the passing of this Act, and which may be in force at the Time of the passing of this Act, shall, during the Continuance thereof, have Priority over any Mortgages granted by virtue of this Act.

Application
of Sums
raised under
this Act.

36. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Stock or on Mortgage shall be applied exclusively to the Purposes of the Undertaking of the Company.

Appropriation
of
Profits and
Ranking of
Parties entitled
to participate
therein.

37. The net Revenues and Profits of the Company for the Half Year ending on the Thirty-first Day of *July* One thousand eight hundred and sixty-five, and the like net Revenues and Profits of the Company for each successive Half Year thereafter, after Payment of all Costs of Maintenance, working, and Management, and of all Feu Duties, shall be appropriated in the following Order of Priority :

First, in Payment, *pari passu*, of the Interest for the Time being on the united Loan Capital of the Company secured on Mortgage, and of the Interest or fixed Dividends, as the Case may be, upon the Debenture Stock of the Company :

Second, in Payments to the several Proprietors, first, of "*Dunkeld Six per Cent. Preference Shares*," secondly, of "*Nairn Five per Cent. Preference Stock*," thirdly, of "*Nairn Six per Cent. Preference Stock*," and, fourthly, of "*Class A. Preference Stock*" of the fixed or preferential Dividends respectively payable thereon, such Preferential Shares or Stock ranking and being entitled to Priority, *inter se*, according to the Order herein-before expressed :

Third, in Payment to the several Proprietors of Preferential Shares or Stock which may hereafter be created and issued by the united Company under the Powers of any existing Act or of this Act of the preferential Interest or Dividend attached to such Shares or Stock respectively, such Preferential Shares or
Stock

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Stock ranking and being entitled to Priority, *inter se*, according to the Order of Date of Creation :

Fourth, in Payment of the Preferential Dividends herein-before provided to be paid to the Proprietors of the said "*Ross-shire* Shares" and "*Ross-shire* Extension Shares," according to their respective Rights and Preferences, so long as the same shall continue to be payable under the Provisions of this Act :

Fifth, in Payment to the Proprietors of the Ordinary Shares and Stock of the united Company (including the Proprietors of the "*Ross-shire* Shares" and "*Ross-shire* Extension Shares" when and after they shall be entitled to participate in the Profits of the Company *pari passu* with the Holders of Ordinary Shares or Stock under the Provisions to that Effect herein-before contained) of the Dividends from Time to Time declared upon the same respectively, and to the Proprietors of "*Nairn* Six *per Cent.* Preference Stock" of the contingent further Dividend herein-before specified.

38. The Debts and Liabilities, as well of the *Perth* Company as of the *Inverness* Company, secured on Mortgage, which at the Commencement of this Act shall be subsisting, shall then become and be a Charge upon the united Undertaking of the Company, but subject and without Prejudice to the Right of the several Holders of such Mortgages respectively to a Priority of Charge upon the respective Undertakings upon which, at the Commencement of this Act, they shall be severally a Charge, (which Charge shall, notwithstanding the Amalgamation, continue to be in operation and in force so long as such Mortgages respectively shall be subsisting,) and to all the Rights, Privileges, and Remedies belonging or incident to such Mortgages respectively: Provided that all Mortgages issued after the Commencement of this Act by the Company, whether by way of Renewal or otherwise, shall be issued by and in the Name of the Company, and shall be a Charge upon the united Undertaking equally and *pari passu*.

Mortgages and Bonds of separate Companies to be a Charge on united Undertaking.

39. The Proprietors of Debenture Stock of the *Perth* Company and of the *Inverness* Company respectively which shall be subsisting at the Commencement of this Act, or which may be created and issued by the Company under the Powers herein or in the Acts incorporated herewith contained, shall have, and may enforce upon and against the united Undertaking, the same Rights, Powers, and Remedies which are conferred upon the Holders of Debenture Stock created under the Provisions of any of the recited Acts; and the Rights, Powers, and Remedies so made to attach on and enforceable against the united Undertaking shall be in substitution for the Rights, Powers, and Remedies before had and enforceable upon and

Debenture Stock of separate Companies to be a Charge on united Undertaking.

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and against the separate Undertakings of the said Companies respectively.

Arrears may be enforced by Appointment of a Judicial Factor.

40. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgages for which the Company are bound by the Appointment of a Judicial Factor; and in order to authorize the Appointment of such Judicial Factor, the Amount of Arrears owing to the Mortgagees by whom Application for such Judicial Factor shall be made shall be not less than Ten thousand Pounds in the whole.

Arrears of Dividend on Debenture Stock may be enforced by Appointment of a Judicial Factor.

41. If, within Thirty Days after the Dividend on any Debenture Stock issued by the Company has become payable, and after Demand thereof in Writing, the same be not paid, the Proprietor or Proprietors of such Stock holding individually or collectively an Amount in nominal Value of Ten thousand Pounds or upwards may (without Prejudice to his or their Right to sue for the Dividend so in arrear in any Court of competent Jurisdiction) require the Appointment of a Judicial Factor by an Application to be made as herein-after provided.

Appointment of Judicial Factor.

42. Every Application for a Judicial Factor under the Provisions of this Act shall be made to the Sheriff of the County of *Inverness*; and on any such Application it shall be lawful for the said Sheriff, by Order in Writing, after hearing the Parties, to appoint some Person to receive the whole or a competent Part of the Tolls or Sums liable to the Payment of such Dividends or Interest, until all the Arrears of Dividend or Interest which may then be due on the outstanding Mortgages of the Company or the said Debenture Stock, as the Case may be, together with all Costs, including the Charges of receiving the Tolls or Sums aforesaid, be fully paid; and upon such Appointment being made all such Tolls and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed, and the Money so to be received shall be so much Money received by or to the Use of the Mortgagees of the Company, or by or to the Use of the Proprietors of the said Mortgage Stock, as the Case may be; and so soon as the full Amount of any Interests or Dividends in arrear, and Costs, has been so received, the Power of such Judicial Factor shall cease: Provided always, that such Judicial Factor shall distribute among all the Mortgagees or Proprietors of the said Debenture Stock, as the Case may be, to whom Interest or Dividends shall be in arrear, the Tolls or Monies which shall so come into his Hands, having respect in such Distribution to the Priorities, if any, of such Mortgagees and Proprietors of the said Debenture Stock.

43. All

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43. All Works which, under the Provisions of any of the recited Acts, either of the Companies hereby dissolved is authorized or required to execute and complete, and which shall not have been executed and completed at the Time of the Amalgamation, may or shall, as the Case may be, notwithstanding the Repeal of the recited Acts, be executed or completed by the Company; and for that Purpose the Company shall have and be subject to all the Powers, Rights, and Conditions which, but for this Act, might have been exercised or performed by or would have been binding upon either of the Companies hereby dissolved.

Unexecuted Works of dissolved Companies to be executed by Company.

44. Provided always, That in case the Branch Railway to *Aberfeldy* authorized to be constructed by “The *Inverness and Perth Junction* Railway Act, 1861,” shall not be completed and opened for public Traffic within the Period limited by that Act, then the *Perth* Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the said Period until the said Branch Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, and which the said Board are hereby authorized to grant, upon Cause shown to their Satisfaction by the Company, that the Company was prevented from completing or opening the said Railway by unforeseen Accident, or by Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Providing for Completion of the *Aberfeldy* Branch under 26 & 27 Vict. c. lviii. s. 4.

45. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in “The Railways Clauses Consolidation (*Scotland*) Act, 1845,” shall not exceed Twenty-five Acres in addition to the Lands already purchased by them for such Purposes.

Lands for extraordinary Purposes.

46. And whereas the Companies hereby dissolved have, under the Powers of the recited Acts, carried the Railways hereby vested in the Company across and upon the Level of the Roads numbered on the Plans deposited with reference to the recited Acts respectively as follows; (that is to say,)

Power to maintain level Crossings authorized by recited Acts.

Description of Road.	Number on Plan.	Parish.
INVERNESS AND PERTH JUNCTION RAILWAY.		
Public Road - -	54	Kingussie.
Public Road - -	32	Logierait.
Public Road - -	59	Logierait.

[The above Numbers have reference to the Plans deposited with reference to “The Inverness and Perth Junction Railway (Deviations) Act, 1863.”]
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Description of Road.	Number on Plan.	Parish.
INVERNESS AND ABERDEEN JUNCTION RAILWAY.		
Public Road - -	92	Inverness.
Turnpike Road - -	153	Petty and Breacholy.
Public Road - -	47A	Nairn.
Public Road - -	60	Nairn.
District Road - -	17	Forres.
Public Road - -	27E	Kinloss.
Public Road - -	153	Keith.
Public Road - -	47	Kilmuir Easter.
Public Road - -	138	Logie Easter.

Therefore the Company may, subject to the Provisions of “ The Railways Clauses Consolidation (*Scotland*) Act, 1845,” and of “ The Railways Clauses Act, 1863,” Part I., from Time to Time, and in all Time hereafter, continue to carry and maintain their Railway across and upon the Level of the said several Roads, so long as the same remains a Single Line of Railway at and near the Point of crossing, by not more than One Line of Railway, and when the Line at and near the same Point of crossing shall be doubled, by not more than Two Lines of Railway.

Regulating
Inclinations;
of certain
Roads.

47. And whereas the Companies hereby dissolved respectively have, in pursuance of the Powers to that Effect granted by the recited Acts respectively, constructed the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the Plans deposited with reference to the recited Acts respectively over or under the Railways thereby respectively authorized, with Inclinations not steeper than the following ; (that is to say,)

No. on Plan.	Parish.	Inclination.	Description of Roads.
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INVERNESS AND PERTH JUNCTION RAILWAY.

MAIN LINE.

126	UnitedParishes ofCromdale and Inverallan.	1 in 12 - -	Public Road.
141	Duthill - -	1 in 12 on one Side, and level on the other	Public Road.
3	Alvie - -	1 in 11 on one Side, and level on the other	Public Road.
130	Alvie - -	1 in 12 on one Side, and level on the other	Public Road.
6	United Parishes of Blair and Strowan.	1 in 15 on one Side, and level on the other	Turnpike Road.
90	Ditto - -	1 in 12 on one Side, and level on the other	Turnpike Road.
154	Ditto - -	1 in 16 on one Side, and level on the other	Public Road.

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No. on Plan.	Parish.	Inclination.	Description of Roads.
73	Moulin - -	1 in 12	Public Road.
47	Logierait - -	1 in 15	Public Road.
76	Little Dunkeld - -	1 in 25	Turnpike Road.
98	Ditto - -	1 in 16	Turnpike Road.
137	Ditto - -	1 in 13	Turnpike Road.
192	Kingussie - -	1 in 25	Turnpike Road.
3	Laggan - -	1 in 20	Turnpike Road.
23 } 43 }	{ United Parishes of Blair and Strowan }	1 in 15	Turnpike Road.
41	Moulin - -	1 in 12½	Public Road.
46	Moulin - -	1 in 25	Turnpike Road.
76	Little Dunkeld - -	1 in 20	Turnpike Road.
76, 77	Little Dunkeld - -	1 in 25	Turnpike Road.
109	Little Dunkeld - -	1 in 8½	Turnpike Road.
117	Little Dunkeld - -	1 in 13	Turnpike Road.
5 } 43 }	Dull - -	1 in 22	Turnpike Road.

BRANCH TO ABERFELDY.

7	Little Dunkeld -	1 in 20 on one Side, and level on the other.	Turnpike Road.
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INVERNESS AND ABERDEEN JUNCTION RAILWAY.

53	Kinloss - -	1 in 18	Public Road.
50	Kinloss - -	1 in 18	Public Road.
22a	Alves - -	1 in 18	Public Road.
42	Alves - -	1 in 13	Public Road.
86	Elgin - -	1 in 16	Public Road.
30	Speymouth - -	1 in 15	Public Road.
35	Roths - -	1 in 22	Public Road.
6	Boharm - -	1 in 12½	Public Road.
60	Keith - -	1 in 17½	Public Road.
178	Kirkhill - -	1 in 16	Public Road.
8	Fodderty - -	1 in 12	Public Road.
39	Dingwall - -	1 in 18 and 1 in 13½	Public Road.
93	Kiltearn - -	1 in 10	Public Road.
110	Kiltearn - -	1 in 12	Public Road.

Therefore it shall be lawful for the Company from Time to Time, and in all Time hereafter, subject to the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," to maintain the Approaches to the said Bridges or Arches respectively with Inclinations not steeper than those above specified.

48. And whereas the *Perth* Company, in pursuance of "The *Inverness and Perth Junction* Railway (Deviations) Act, 1863," at their own Expense, laid out, constructed, and opened, for the free Use of the Public going to and from their *Ballinluig* Station, a Road from the Ferry across the River *Tummel* to the said Station, along the West Side of the Embankment of the Company's *Aberfeldy* Branch as authorized, such Road being Twenty Feet wide, and commencing at

Company to construct Road from Tummel Ferry to Ballinluig Station.

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at the said Ferry at the Level at that Point of the *Strathday* Turnpike Road, and in no Place falling below the said Level, and which Road, in approaching the said *Ballinluig* Station, has been formed with an Inclination not steeper than 1 in 30: The said Road shall, notwithstanding the Repeal of the said Act, be in all Time hereafter maintained by the Company in good and sufficient Repair, to the Satisfaction of the Surveyor for the Time being of the *Strathday* District of Turnpike Roads.

Period for
Completion
of Works
extended.

49. The Powers of the Company for the Completion of the said *Inverness and Perth Junction* Railway shall be extended and enlarged until the Expiration of the Twenty-second Day of *July* One thousand eight hundred and seventy, being Three Years beyond the Period limited for such Purpose by the "*Inverness and Perth Junction* Railway Act, 1861;" and on the Expiration of such extended Period the Powers by that Act and by the "*Inverness and Perth Junction* Railway (Deviations) Act, 1863," and by this Act, granted to the Company for completing the said *Inverness and Perth Junction* Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to
acquire
additional
Lands.

50. And whereas Plans showing the Lands and Property proposed to be taken for the general Purposes of the Undertaking, and which Lands are situate in the Parishes of *Inverness* and *Petty* respectively, and County of *Inverness*, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the said Lands and Property, have been deposited for public Inspection with the Principal Sheriff Clerk for the County of *Inverness*: Therefore, subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company to purchase and take, and to hold and use, such of the said Lands and Property as may be necessary for the Purposes of their Undertaking.

Powers for
compulsory
Purchases
limited.

51. The Powers by this Act conferred for the compulsory Purchase of additional Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Confirming
Agreement
with the
Scottish
Central
Railway
Company.

52. The Agreement set forth in the Fourth Schedule to this Act, and made by the *Scottish Central* Railway of the First Part, and the *Perth* Company of the Second Part, is hereby confirmed; and all the Powers, Reservations, Payments, Agreements, and Stipulations therein contained, to be exercised, made, or performed by or on behalf of those Companies respectively, shall be binding upon both Companies, and shall be made, exercised, and performed by and may be enforced against the Company and the *Scottish Central* Railway Company

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Company respectively in the same Manner and in all respects as if the Covenants and Obligations thereby entered into and come under by each of those Companies respectively had been imposed upon them, and the Powers and Privileges thereby granted had been granted by or under special Enactments for that Purpose in this Act contained, and as if the Provisions of the Agreement aforesaid were respectively repeated and re-enacted in this Act with respect to the Two Companies respectively.

53. And whereas the Magistrates and Town Councils of the Burghs of *Dingwall, Inverness, Forres, and Elgin* respectively have been in the Practice of levying and collecting certain Rates and Dues denominated Petty Customs, on Goods, Cattle, Articles, Effects, and Commodities brought to Market within the Limits of the said Burghs respectively: And whereas the Railway of the Company passes within the Boundaries of the said Burghs respectively, and it would be attended with great Delay and Inconvenience if the said Rates and Dues were levied by the said Magistrates and Town Councils respectively on Goods, Cattle, Articles, Effects, and Commodities carried by or for the Company or upon the said Railway, and brought within the said Boundaries for Sale as aforesaid: And whereas it is expedient that Provision should be made for obviating such Inconvenience and Delay by enabling the Company to collect the said Customs, Rates, and Dues, and to account for the same to the said Magistrates and Town Councils respectively, or to compensate them for their Interest in the same: Therefore it shall be lawful for the Company, with the Concurrence and Authority of the said Magistrates and Town Councils respectively, from Time to Time to levy, collect, receive, and discharge the said Customs, Rates, and Dues, in so far as the same can be legally demanded, in respect of all Goods, Cattle, Articles, Effects, and Commodities carried by or for the Company upon the said Railway, and brought within the Boundaries of the said Burghs respectively for Sale, and to account to the said Magistrates and Town Councils respectively for the same, or to make such Compensation in respect thereof as shall from Time to Time be mutually agreed on; and it shall be lawful for the said Magistrates and Town Councils respectively, and for the Company, from Time to Time to make and enter into such Agreements, Leases, or other Contracts as to them may seem expedient and proper in reference to the said Matters or any of them, and such Agreements, Leases, or Contracts may contain such Covenants and Conditions as may be mutually agreed upon between the Parties: Provided always, that nothing herein contained shall be held or construed as creating, constituting, or confirming any Claim or Right at present or heretofore made or exercised by the said Magistrates and Town Councils respectively, or any of them, in regard to the said Rates and Dues, but the same

Power to agree as to petty Customs with Magistrates and Town Councils of *Dingwall, Inverness, Forres, and Elgin.*

[*Local.*]

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shall

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shall in all respects remain and be construed and dealt with in the same Manner as if this Enactment had not been passed.

Power to enter into Agreements with Morayshire Railway Company as to Stations at Elgin and Orton.

54. Arrangements and Agreements may be made between the Company and the *Morayshire* Railway Company for the Formation, Maintenance, Arrangement, Management, Regulation, and joint Use of a Station at *Elgin* and *Orton* respectively, for the Accommodation of the respective Traffic of those Companies; and it shall be lawful for those Companies to give effect to, and from Time to Time to alter, vary, or renew, such Arrangements and Agreements as may be or as may have been made between them for the Purposes aforesaid, as to those Companies shall seem meet for the public Accommodation, and to do or concur in all Acts necessary for the Purposes aforesaid; and it shall also be lawful for those Companies to hold Lands for their joint Use and at their joint Disposal, and to appoint a Joint Committee, composed of such Number of their Directors respectively as they think fit, for the Regulation and Management of the said Joint Stations, and to agree on Regulations as to the Appointment and Duties of such Joint Committee, and to depute to such Joint Committee Powers to agree to, and from Time to Time to vary or rescind, Regulations respecting the Management and Use of such Joint Stations; and in case either of those Companies shall have purchased or acquired Land for the said Joint Stations or either of them, such Company shall hold such Land as shall have been so acquired, and as shall be used for such Joint Stations respectively, in trust for the joint Use of those Companies, upon such Terms as have been or may be agreed upon; and the Company who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money, and other Expenses incurred in acquiring the same, as has been or shall be agreed upon.

Power to enter into Agreements with Great North of Scotland Railway Company as to Station at Keith.

55. Arrangements and Agreements may in like Manner be made between the Company and the *Great North of Scotland* Railway Company for the Formation, Maintenance, Arrangement, Management, Regulation, and joint Use of a Station at *Keith* for the Accommodation of the respective Traffic of those Companies; and it shall be lawful for those Companies to give effect to, and from Time to Time to alter, vary, or renew, such Arrangements and Agreements as may be or as may have been made between them for the Purposes of making, constructing, or arranging such Station, and for the Regulation, Management, and Use thereof, as to those Companies shall seem meet for the public Accommodation, and to do or concur in all Acts necessary for the Purposes aforesaid; and it shall also be lawful for those Companies to hold Lands for their joint Use and at their joint Disposal, and to appoint a Joint Committee, composed of such

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such Number of their Directors respectively as they think fit, for the Regulation and Management of the Joint Station, and to agree on Regulations as to the Appointment and Duties of such Joint Committee, and to depute to such Joint Committee Powers to agree to and from Time to Time to vary or rescind Regulations respecting the Management and Use of such Joint Station; and in case either of those Companies shall have purchased or acquired Land for the said Joint Station, such Company shall hold such Land as shall have been so acquired and as shall be used for the said Joint Station in trust for the joint Use of those Companies upon such Terms as have been or may be agreed upon; and the Company who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same as has been or shall be agreed upon.

56. If any Questions, Disputes, or Differences shall arise between the Company and the *Great North of Scotland* Railway Company and the *Morayshire* Railway Company, or any or either of those Companies, in regard to the Construction, Arrangement, Management, or Use of the said Joint Stations at *Elgin*, *Orton*, and *Keith* respectively, or in relation to the Lands acquired or to be acquired for the Purposes of the said Stations, or in regard to any Agreement as to the Matters aforesaid, or any of them, or otherwise in relation thereto, the same shall from Time to Time, so often as they shall arise, be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Arbitration
in regard to
Joint Sta-
tions.

57. The Company and the *Morayshire* Railway Company may from Time to Time make any Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

Power to
make Traffic
Arrange-
ments with
Morayshire
Railway
Company.

First, the Use and working by the Company of the *Morayshire* Railway or any Part thereof, and of the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging to that Railway:

Secondly, the Conveyance by the Company of all or any Part of the Traffic coming to or from the *Morayshire* Railway:

Thirdly, the Supply of any Rolling or Working Stock by the Company:

Fourthly, the Accommodation, Conveyance, Forwarding, Interchange, and Management of Traffic on, to, and from the Railways of the said respective Companies, or any Part thereof, respectively:

Fifthly, the Division between the Companies of the Profits and Receipts arising from the Traffic upon their respective Railways, or any or either of them, or any Part thereof, respectively:

Sixthly,

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Sixthly, the Tolls, Rates, Duties, and Charges, Rent or other Consideration, to be charged in respect of such Traffic, or to be paid in respect of such User, and the fixing and appointing of such Tolls, Rates, Duties, and Charges, Rent or other Consideration, or any of them.

Company may be required, in a certain Event, to make Openings in Bridge over the Ness.

58. If at any Time hereafter the Bridge by which the Railway of the Company is carried across the River *Ness* shall be found to interfere with the Navigation of the said River or the public Convenience in the Use of the Harbour of *Inverness*, the *Inverness* Harbour Trustees may, by written Notice under the Hands of the Clerk of the Trustees, but always with the express Concurrence of the Board of Trade, such Concurrence to be signified in Writing under the Hand of their Secretary, require the Company to remove such Parts of the Eastern End of the said Bridge as may be found to interfere with the Navigation of the said River or the public Convenience as aforesaid, and as shall be specified in such Notice, and to erect in place thereof a Swing Bridge available for the Passage of Boats and Vessels to and from the said old Quay; and thereupon the Company shall be bound, within Eighteen Months after the Service of such Notice upon them, to remove such Parts of the said Bridge as aforesaid, and to construct and complete a Swing Bridge in lieu thereof, available for the Passage of Boats and Vessels to and from the said old Quay at all reasonable Times; and the whole Costs, Charges, and Expenses of the Works necessary for complying with the Terms of such Requisition, and of maintaining and working the said Swing Bridge thereafter, shall be borne and defrayed by the Company; and in the event of any Difference between the Company and the said Harbour Trustees as to the Times and Manner in which the said Swing Bridge shall be worked, opened, and used for the Passage of Boats and Vessels, such Difference shall, from Time to Time as the same may arise, be settled, upon the Application of either of the Parties, by a Referee to be appointed by the Board of Trade.

Provision as to Bridge over the Caledonian Canal.

59. It shall not be lawful for the Company at any Time hereafter to make any Alteration in the Structure of the Bridge by which the Company's Railway is carried over the *Caledonian* Canal without the Consent of the *Caledonian* Canal Commissioners first had and obtained; and the opening Leaf or Leaves of the said Bridge shall, at all Times when required, be opened by some Person or Persons appointed expressly for that Purpose by and at the Expense of the Company, in such Manner that Vessels may be as little interrupted as possible in passing the said Bridge; and from Sunset to Sunrise a sufficient Light shall be hung out or exhibited and kept burning, at the Company's Expense, in a conspicuous Situation on the lower or Northern Side of the opening Leaf of the said Bridge, in such Places and in such Manner as the respective Engineers for the Time being of the said

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said Commissioners and of the Company, and in case of their disagreeing, then of such Third Engineer as the said respective Engineers shall choose and appoint as Umpire, shall find to be most convenient and best adapted for guiding Vessels through the said opening Leaf, and indicating when the said Bridge shall be open and when shut, and for insuring the safe Navigation of Vessels on the said Canal.

60. It shall be lawful for the Company and they are hereby empowered and required, upon Application made to them by the said Canal Commissioners, to set up and erect a sufficient Number of Mooring Posts on each Bank of the Canal below the said Bridge, for the Convenience of Vessels navigating on the said Canal, as well up as down, to the Distance of One hundred Yards below the said Railway Bridge, and from Time to Time to repair and keep in repair the said Mooring Posts, and, as Occasion shall require, to set up and erect new Mooring Posts in lieu of such as shall be worn out or become useless.

For providing Mooring Posts at the said Bridge.

61. It shall be lawful for the Company and they are hereby empowered and required, at their own Expense, to make and for ever maintain proper, convenient, and sufficient Hauling Paths or Roads on both Sides of the said Canal for the drawing and hauling of Ships and Vessels, with Men, Horses, or otherwise, to and through the said Bridge, as well up as down the said Canal, and to remove all Obstructions which do or may prevent the same, which Hauling Roads respectively shall begin at the Distance of Fifty Yards below the said Bridge, and extend from thence Fifty Yards above the said Bridge; and no Person shall afterwards erect any Buildings or do any other Act which may prevent the free Use of such Hauling Roads to assist Vessels in approaching and passing the said Bridge.

Hauling Paths to be made to a certain Distance from the Bridge.

62. Any Person who shall wilfully damage the said Hauling Roads or any of the Mooring Posts to be set up and erected as aforesaid shall be liable to the Company in a Penalty for each Offence not exceeding Twenty Shillings, over and above the Costs of repairing such Damage, and such Penalty and Costs may be recovered as provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Recovery of Penalties.

Penalty for wilful damaging of hauling Roads or Mooring Posts.

63. The Company may at any Time, but only with Consent of the *Caledonian* Canal Commissioners, and if requested by them so to do, lay down, construct, and maintain, in connexion with the Railway, a Siding and all other necessary Conveniences connected therewith, upon and along the North-east Bank of the *Caledonian* Canal, between the existing Bridge for carrying the Railway across the said

Company may construct Sidings, &c. along Bank of *Caledonian* Canal, and make Agree-

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ments with
Commis-
sioners as to
Costs of
same.

Canal and the Wharves belonging to the said Commissioners at *Muirtown*, and also upon and along the said Wharves; and such Sidings and Conveniences shall be laid down, constructed, and maintained in such Manner as shall be agreed on between the Engineers for the Time being of the Company and of the said Commissioners respectively, or as, failing such Agreement, shall be determined by a Referee, to be mutually chosen by them, whose Decision shall be final and binding; and the Company and the Commissioners may from Time to Time make and carry into effect such Arrangements and Agreements in regard to the Costs of making and maintaining such Sidings and Conveniences as they may think proper.

Repeal of
Provision in
Dingwall
Canal Act.

64. And whereas, in pursuance of the Powers to that Effect contained in "The *Inverness and Ross-shire* Railway Act, 1860," a stationary Bridge has been constructed for carrying the Railway of the Company across the Canal or navigable Cut forming the Harbour of *Dingwall*; and it was by that Act provided, that in the event of such stationary Bridge being constructed over the said Canal so much of the Forty-first Section of an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for maintaining the Harbour of the Burgh of Dingwall, and regulating the Police of the said Burgh*, as requires that the said Harbour shall be maintained in such Manner that there shall not be less than Eight Feet Water at Spring Tides in any Part of the Extent of the said Harbour, should be repealed to the Effect after mentioned: Therefore it shall not be necessary to maintain and keep in repair and fit for the Reception and Accommodation of Vessels the upper Part of the said Canal or Harbour above such Bridge, nor to maintain the Depth of Eight Feet Water at Spring Tides in such Part of the said Canal or Harbour as aforesaid; and it shall be lawful for the Magistrates and Town Council of the Burgh of *Dingwall* to levy and recover the Rates and Duties by the said Act authorized to be levied, notwithstanding that there may be less than Eight Feet Water in the upper Part of the said Canal or Harbour above such stationary Bridge.

Bridges over
the Caledo-
nian and
Dingwall
Canals and
Beaully
River not to
be altered or
extended
without
Approval of
Board of
Trade.

65. It shall not be lawful for the Company at any Time to alter or extend the Bridges for carrying their Railway over the *Caledonian* Canal, *Beaully* River, or *Dingwall* Canal respectively, or the Works connected therewith, without obtaining, previously to making any such Alteration or Extension, the Consent and Approval of the Board of Trade, such Approval to be signified in Writing under the Hand of the Secretary of that Board; and if any such Bridges or Works shall be altered or extended contrary to the Provisions of this Act, it shall be lawful for the said Board to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due

from

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from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

66. The Master and Owner of every Ship, Barge, Boat, or Vessel shall be and he is hereby made answerable and responsible, and liable to make Satisfaction to the Company, for any wilful Damage or Injury that shall be done to the Railway Bridges erected across the *Caledonian* Canal and the *Dingwall* Canal respectively, or any Part thereof, or for any Damage to either of the said Bridges occasioned in consequence of gross or culpable Negligence by his Ship, Barge, Boat, or Vessel respectively; but no such Owner shall be answerable or responsible, or liable to make Satisfaction, or be sued for any Damage or Injury which shall be done to either of the said Bridges, or any Part thereof, by his Ship, Barge, Boat, or Vessel, unavoidably or accidentally or unintentionally, by or through the said Master or his Mariners or Servants or other Persons employed to navigate, row, or manage any such Ship, Barge, Boat, or Vessel; and in order to prevent frivolous and vexatious Suits, in case any Action, Suit, or Proceeding shall be commenced or prosecuted for or on account of any Damage or Injury done to either of the said Bridges, or any Part thereof, by any Ship, Barge, Boat, or Vessel which shall not appear and be found upon the Trial or Hearing thereof to be wilfully done or committed with Intent to damage or injure such Bridge, or by reason of gross or culpable Negligence, then and in every such Case, if the Damages recovered in such Action, Suit, or Proceeding respectively shall not amount to the Sum of Twenty Shillings or more, the Plaintiff or Plaintiffs in every such Action, Suit, or Proceeding shall not recover or be entitled to have or receive more Costs than Damages; but if any such Damage shall appear and be found to be wilfully done with Intent to injure or damage such Bridge, or to have been done by reason of gross or culpable Negligence, the Plaintiff or Plaintiffs in such Action, Suit, or Proceeding shall be entitled to his, her, or their full Costs of Suit.

Masters of Vessels made answerable for Damage done to Bridges across Caledonian and Dingwall Canals.

67. The Company shall cause to be hung out or exhibited upon or near to the Centre of the Bridge across the *Caledonian* Canal, every Night from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Light shall be from Time to Time altered by the Company in such Manner, and be of such Description and be so used and placed, as the Board of Trade shall, by Writing under the Hand of their Secretary, approve of; and in case the Company shall neglect to exhibit and keep such Light burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

A Light to be hung out every Night on Bridge over Caledonian Canal.

68. The Company shall not, under or by virtue of any of the repealed Acts or of this Act, claim or be entitled to any Right of Soil

Company not to acquire

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Rights of
Soil or
Water
Frontage,
unless for
Purposes
of Under-
taking.

Soil or Water Frontage where their Railway skirts the Seashore, except in so far as such Right of Soil or Frontage shall have been specially acquired by them by Purchase, Conveyance, or otherwise, and in so far as the same may be actually necessary for the Purposes of their Undertaking.

Provision
for Recovery
of Feu
Duties.

69. All Feu Duties or Ground Annuals for any Lands required for the Purposes of the Railway, and made payable by any Conveyance under any of the recited Acts or this Act, shall continue and be a First Charge on the Tolls and Rates leviable under this Act, and other Revenues of the Company, anything in this Act or in any of the Consolidation Acts herewith incorporated to the contrary notwithstanding ; and if at any Time any such Feu Duties or Ground Annuals remain unpaid for Thirty Days after they respectively become payable, it shall be lawful to the Person entitled for the Time being to Payment of such Feu Duties or Ground Annuals to recover the same from the Company, with Interest and Costs, by Action in the Sheriff Court of the County in which the Lands may be situate, or summarily by Poinding and Sale of the Goods and Effects of the Company, on Application by Petition to the Sheriff of the County, whose Decision in either Case shall be final, and shall not be subject to Review in any Manner whatsoever ; and it shall not be lawful for any such Person to resume Possession of the Lands so conveyed, or to proceed by any Action of Declarator or Reduction, or by Real Diligence, or any other Process whatever, in respect thereto, or in respect to the said Feu Duties or Ground Annuals.

Tolls.

70. It shall be lawful for the Company to demand any Tolls for the Use of the Railway not exceeding the following ; (that is to say,)

Tonnage on
Articles of
Merchan-
dise.

First, in respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows :—

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Material for the Repair of the public Roads or Highways, *per Ton per Mile* not exceeding One Penny Halfpenny ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

For all Coal, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slate, Clay, Sand, Ironstone and 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* not exceeding Two-pence ; and if conveyed in Carriages belonging to the Company,

an

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an additional Sum *per Ton per Mile* not exceeding One Penny :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny Halfpenny :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Fourpence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Twopence :

And 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, carried or conveyed on a Truck or Platform belonging to the Company, *per Mile* not exceeding Sixpence ;

And a further Sum of 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.

Second, in respect of Passengers and Animals conveyed in Carriages upon the Railway as follows :

Tolls for
Passengers
and Cattle.

For any Person conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per Mile* :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Head of Neat Cattle, conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Threepence *per Mile* :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Three Halfpence *per Mile*.

71. The Toll which the Company may demand for the Use of Engines for propelling Carriages 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 authorized to be taken.

Tolls for
Propelling
Power.

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Limiting
Charges for
the Con-
veyance of
Passengers.

72. It shall not be lawful for the Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the Railway than Threepence *per Passenger per Mile* in respect of any Passenger travelling in a First-class Carriage, Twopence *per Passenger per Mile* in respect of any Passenger travelling in a Second-class Carriage, and One Penny Halfpenny *per Passenger per Mile* in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance.

Limiting
Charges for
the Convey-
ance of
Goods.

73. It shall not be lawful for the Company to charge, in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals, herein-after mentioned, conveyed on the Railway, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, when such Services, or any of them, are or is performed by the Company, than the several Sums herein-after mentioned ; (that is to say,)

For Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and undressed Materials for the Repair of public Roads or Highways, Twopence *per Ton per Mile* :

For Coal, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and other similar Descriptions of Wrought Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* Twopence Farthing for any Distance not exceeding Twenty Miles, and for any Distance exceeding Twenty Miles Twopence :

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Threepence :

For Cotton and other Wools, Drugs, manufactured Goods, and other Wares, Merchandise, Fish, Articles, Matters, and Things, *per Ton per Mile* Fourpence :

And 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, carried or conveyed on a Truck or Platform, *per Mile* Sixpence ; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh, a further Sum of One Penny Halfpenny *per Mile* :

For

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For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Fivepence:

For every Ox, Cow, Bull, or Head of Neat Cattle, *per* Mile Twopence:

For every Calf, Pig, Sheep, Lamb, or other small Animal, *per* Mile Three Farthings each.

74. The Restriction as to the Charges to be made for Passengers, Animals, or Goods shall extend to any Express and Ordinary Train, but not to any Special Train.

Restriction as to Charges not to apply to Special Trains.

75. Nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Company may take increased Charges by Agreement.

76. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Charges herein-before specified; (that is to say,)

Regulations as to Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles the Company may demand Tolls and Charges as for Six entire Miles:

For a fractional Part of a Mile beyond Six Miles the Company may demand Tolls and Charges in respect of Goods and Minerals for each Fraction in proportion to the Number of Quarters of a Mile contained therein, and the Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile; and in respect of Passengers the Company may demand Tolls and Charges as for One Mile:

For a Fraction of a Ton the Company may demand Toll 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:

With respect to all Articles the Weight shall be determined according to the usual Avoirdupois Weight; provided that, with respect to Stone and Timber, the Weight may, in the Option of the Company, either be determined by the usual Avoirdupois Weight; or, if they so determine, 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.

77. No

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Definition of
Terminal
Station.

77. No Station is to be considered as a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for
small Parcels
and single
Articles of
great
Weight.

78. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway any Distance not exceeding One hundred Miles, as follows :

For any Parcel not exceeding Seven Pounds in Weight, Fourpence :

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Eightpence :

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, One Shilling :

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, One Shilling and Sixpence :

And for any Distance exceeding One hundred Miles, twice the above Sums respectively :

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit :

Provided always, that the Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any One 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 Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Twelvepence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers
Luggage.

79. Every Passenger travelling upon the Railway 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.

Charge for
Weighing
Machines.

80. It shall also be lawful for the Company to take for the Use of any Cranes or Weighing Machines erected by the Company, of and from

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from the Owner or Person having charge of any Goods, Articles, or Things loaded or unloaded, weighed or measured, by means of the same, such reasonable Sum as the Company shall from Time to Time appoint.

81. The Company if required by the *Scottish North-eastern Railway Company*, and the *Scottish North-eastern Railway Company* if required by the Company, shall respectively from Time to Time concur in fixing equal Through Rates *viâ Aberdeen* and *Dunkeld* respectively, and in giving all reasonable Facilities for the Interchange and forwarding of all Descriptions of Traffic between Stations of the *Scottish North-eastern Railway Company* between *Dundee* and *Cupar Angus* (including both these Places respectively) on the South, and *Laurencekirk* on the North, on the one hand, and the Stations of the Company North and East of *Inverness* and other Stations North of *Inverness* to which the Company work Traffic, on the other hand, the Amount and Apportionment of such Rates to be arranged from Time to Time by the Manager of the Company, and the Manager of the *Scottish North-eastern Railway Company* (which last-named Company shall obtain the Concurrence of the *Great North of Scotland Railway Company* when necessary), and in the event of Difference between the said Managers as to the Amount or Apportionment of such Through Rates, or as to the Extent or Nature of such Facilities, such Difference shall from Time to Time be referred to the Decision of the Chairman for the Time being of the Company and of the *Scottish North-eastern Railway Company*, and if they cannot agree, then to the Decision of an Arbitrator to be appointed by the Board of Trade; but in no Case shall the Company be required to accept a less Rate *per Mile* for the Distance travelled over their Line West of *Keith* than they would have received *per Mile* had the Traffic gone *viâ Dunkeld*, and all Traffic *viâ Aberdeen* shall be exchanged at *Keith*.

Provision in regard to Traffic to and from the *Scottish North-eastern Railway*.

82. The *Great North of Scotland Railway Company* shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, to or from or beyond any Places on the Railways of that Company, or any Railway for the Time being worked by that Company, from Time to Time and at all Times hereafter, have the Right to book and invoice through over the Railways of the Company all such Traffic as aforesaid; and the Company shall, for and in respect of all such Traffic, at all Times afford to and for the *Great North of Scotland Railway Company* all needful Accommodations, Facilities, and Conveniences at, on, and over the Lines and Stations of the Company by the Trains of the Company, and by Through Booking, Through Rates, and, so far as reasonably may be, Through Waggons and Carriages and Through Trains, and shall at all Times and in all respects conduct, forward, carry on, and accom-

For facilitating Traffic between the Railways of the Company and the *Great North of Scotland Railway Company*.

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moderate all such Traffic on equal Terms with and as well as if it were their own proper Traffic; and the Company shall be bound to accept from the *Great North of Scotland* Railway Company the same Mileage Rate in respect of competitive Traffic passing *viâ Aberdeen* as the Company are for the Time charging in respect of similar Traffic passing *viâ Dunkeld*: Provided always, that the Rates and Charges shall be calculated as if the Traffic passed over the shortest Distance that the Lines of the Company and the Lines of or worked by the said *Great North of Scotland* Railway Company in connexion would give; and out of such Charges the Company shall receive its full Mileage Proportion of the Distance which the Traffic passing over their Railways has actually traversed; and the Company shall provide all proper and needful Accommodations for securing the Facilities before expressed; and as respects the Railways of or worked by the said *Great North of Scotland* Railway Company, the Company shall have the same Rights, Powers, and Privileges in all respects in regard to all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, to or from any Places on the Railways of the Company or on Railways worked by them, as are herein-before granted to that Company in regard to Traffic to or from their Railways or the Railways worked by them, and the Railways and Stations of the Company, respectively.

Provision in regard to Traffic to and from Aberdeen.

83. The Company, whenever required by the *Great North of Scotland* Railway Company, shall from Time to Time concur with that Company in fixing Through Rates, and in giving all reasonable Facilities for the Interchange and forwarding of all Descriptions of Traffic, to, from, or beyond *Aberdeen*, not being Through Traffic by Railway, the Amount and Apportionment of such Rates to be arranged from Time to Time by the Manager of the Company and the Manager of the *Great North of Scotland* Railway Company, and in the event of Difference such Difference shall from Time to Time be referred to the Decision of an Arbitrator as herein-after provided; but in all Cases Through Traffic whether by Railway or otherwise, passing between the Lines of the Companies to or from Places to the East or South of *Keith*, shall be exchanged at *Keith*.

Provision in respect of Traffic exchanged at Junction with Strathspey Railway.

84. When and so soon as a Junction shall be completed between the *Strathspey* Railway and the Railway of the Company, the Company shall from Time to Time, and at all Times when required by the *Great North of Scotland* Railway Company, give to that Company Through Rates in respect of all Traffic exchanged at the said Junction passing to or from the Railways of the Company from or to the *Great North of Scotland* Railway, and such Rates shall in no Case exceed the Rates for the Time being actually charged by the Company in respect of their own Traffic for similar Distances.

85. The

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85. The *Great North of Scotland* Railway Company may, at their own Cost, employ their own Booking Clerks at the Station of the Company at *Inverness*, and the Company shall, at the Cost of the *Great North of Scotland* Railway Company, provide the necessary Accommodation for such Clerks at such Station: Provided always, that such Clerks shall be subject to the Regulations of the Company, from Time to Time in force at such Station; and the Payment for the Accommodation so provided by the Company shall be determined by Agreement, or, in case of Difference, by Arbitration, in manner herein-after mentioned.

Great North of Scotland Railway Company may employ their own Booking Clerks at the *Inverness* Station.

86. If any Dispute shall at any Time arise between the Company and the *Great North of Scotland* Railway Company as to the Amounts to be allowed or charged by the one to the other, for the Services and Accommodations to be respectively performed and supplied as aforesaid, or as to any Matter or Thing in the Enactments contained in Sections 82, 83, 84, and 85 of this Act, the same shall from Time to Time be settled by an Arbitrator to be from Time to Time appointed by the Board of Trade, upon the Application of either of the Companies, in the event of the Parties not agreeing upon such Arbitrator; and such Arbitrator shall have Power to order such Arrangements and Remedies as he may think right for securing the due Fulfilment of the Provisions in the said Enactments contained; and the Decisions of such Arbitrator shall be binding and conclusive on the Parties, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct, and either of the Companies who shall refuse or neglect to perform or observe and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to the other Company, as the Arbitrator shall determine, any Sum not exceeding Twenty Pounds for every Day during which such Refusal or Neglect shall continue.

Differences to be determined by Arbitration.

87. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company 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 the Calls made in respect of the Shares held by him in the Capital of the Company: Provided that nothing herein-before contained shall be deemed to prevent the Company 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.

Interest not to be paid on Calls paid up.

88. It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes

Deposits for future Bills not to be

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paid out of
Company's
Capital.

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 to any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Railway not
exempt from
Provisions of
present and
future Gene-
ral Acts.

89. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates and Charges, or of the Rates and Charges for small Parcels, authorized by this Act.

Expenses of
Act.

90. All Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the Company.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

PART I.

ACTS relating to the Inverness and Perth Junction Railway Company in force at the Date of passing this Act, and hereby repealed, with the Exception of the Clauses specially enumerated in Schedule Third.

The Inverness and Perth Junction Railway Act, 1861	24 & 25 Vict. Cap. 186.
The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863	- 26 & 27 Vict. Cap. 58.
The Inverness and Perth Junction (Deviations) Act, 1863	- - - - - 26 & 27 Vict. Cap. 61.

PART II.

ACTS relating to the Inverness and Aberdeen Junction Railway Company in force at the Date of passing this Act, and hereby repealed, with the Exception of the Clauses specially enumerated in Schedule Third.

The Inverness and Nairn Railway Act, 1857	- 20 & 21 Vict. Cap. 5.
The Inverness and Aberdeen Junction Railway Act, 1860	- - - - - 23 & 24 Vict. Cap. 9.
The Inverness and Ross-shire Railway Act, 1860	- 23 & 24 Vict. Cap. 131.
The Inverness and Aberdeen Junction Railway Act, 1861	- - - - - 24 & 25 Vict. Cap. 8.
The Inverness and Aberdeen Junction Railway (Branch) Act, 1861	- - - - - 24 & 25 Vict. Cap. 18.
The Inverness and Aberdeen Junction Railway Act, 1862	- - - - - 25 & 26 Vict. Cap. 113.
The Inverness and Aberdeen Junction Railway (Bonar Bridge Extension) Act, 1863	- - - - - 26 & 27 Vict. Cap. 32.

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SECOND SCHEDULE.

PART I.

INVERNESS AND PERTH JUNCTION RAILWAY COMPANY.

STATEMENT OF CAPITAL AT 30TH SEPTEMBER 1864.

Authorized to be raised.			Received.	Arrears.	Unissued.	Total.
SHARE CAPITAL.	£	SHARE CAPITAL.	£	£	£	£
By "The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863" - - -	734,000	Created— 40,000 Ordinary Shares of £10 - - -	385,498	14,502	- - -	400,000
By "The Inverness and Perth Junction Railway Act, 1861," authorized to be raised by the Perth and Dunkeld Railway Company for the Purposes of that Act, which Power was, by "The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863," vested in the Inverness and Perth Junction Railway Company - - -	15,000	25,400 Preference $4\frac{1}{2}$ per Cent. Shares of £10, created under the Powers of "The Inverness and Perth Junction Railway (Deviations) Act, 1863" 3,040 Shares of £25 Perth and Dunkeld Preference 6 per Cent., created by "The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863" - - -	105,256	464	148,280	254,000
By "The Fochabers and Garmouth Railway Act, 1863" - - -	5,000		76,000	- - -	- - -	76,000
	754,000		566,754	14,966	148,280	730,000
LOAN CAPITAL.		BALANCE.				
By "The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863" - - -	243,000	Shares not issued— Shares authorized by "The Inverness and Perth Junction and Perth and Dunkeld Railways Amalgamation Act, 1863" - - -	- - -	- - -	4,000	
		Shares authorized by "The Inverness and Perth Junction Railway Act, 1861," to be created by the Perth and Dunkeld Railway Company for the Purposes of that Act as aforesaid - - -	- - -	- - -	15,000	
		Shares authorized by "The Fochabers and Garmouth Act, 1863," to be created for the Purposes of that Act. - - -	- - -	- - -	5,000	24,000
		DEBENTURES - - -	243,000	- - -	- - -	243,000
	£ 997,000					£ 997,000

PART

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PART II.

INVERNESS AND ABERDEEN JUNCTION RAILWAY COMPANY.

STATEMENT OF CAPITAL AT 30TH SEPTEMBER 1864.

Authorized to be raised.					Received.	Arrears.	Unissued.	Total.
	£	£	£	CONSOLIDATED STOCK AND SHARE CAPITAL.	£	£	£	£
By "The Inverness and Aberdeen Junction Railway Act, 1862" - -	-	920,000		Created—				
Defined thus:—				4,500 Class A. Shares	44,956	44	-	45,000
I. 4,500, Class A., 5 per Cent. Preference -	45,000			5,908 „ B. „ -	59,080	-	-	59,080
II. 5,908, Class B., 6 per Cent. Preference -	59,080			15,000 „ C. „ -	150,000	-	-	150,000
III. 15,000, Class C., 4½ per Cent. Preference -	150,000			10,965 „ D. „ -	109,538	112	-	109,650
IV. Any other Shares to be created under the Provisions of above Act or Acts therein recited.				21,500 Ross-shire Shares -	136,814	3,426	74,760	215,000
V. 21,500 Ross-shire Shares	215,000			16,000 Ross-shire Extension Shares -	46,831	5,629	107,540	160,000
VI. 35,092 Shares (being the existing Ordinary Shares) and such others as may be created -	350,920			34,035 Ordinary Shares -	339,857	493	-	340,350
The other Shares authorized being—				£ 887,076	9,704	182,300	1,079,080	
Per "Inverness and Aberdeen Junction Railway (Branch) Act, 1861" £20,000				BALANCE—				
Per "Inverness and Perth Junction Railway Act, 1861" - 80,000				92 £10 Shares, cancelled by the Inverness and Nairn Railway Company, and not yet reissued	-	-	920	
	100,000			1,500 £10 Shares, authorized by "The Fochabers and Garmouth Act, 1863"	-	-	15,000	15,920
£ 920,000								1,095,000
Authorized by "The Inverness and Aberdeen Junction Railway (Bonar Bridge Extension) Act, 1863" - -	-	160,000		DEBENTURES AND DEBENTURE STOCK.	319,180	-	*5,700	324,880
By "The Fochabers and Garmouth Railway Act, 1863" - -	-	15,000						
			1,095,000	* Being in respect of Capital value of Feus.				
DEBENTURES AND DEBENTURE STOCK.								
By "The Inverness and Aberdeen Junction Railway Act, 1862" - -	-	271,580						
By "The Inverness and Aberdeen Junction Railway (Bonar Bridge Extension) Act, 1863" - -	-	53,300						
			324,880					
			£ 1,419,880					£ 1,419,880

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THIRD SCHEDULE.

SECTIONS OF "THE INVERNESS AND PERTH JUNCTION RAILWAY ACT, 1861," NOT REPEALED BY THIS ACT.

SECTION 55.

Confirming
Agreement
with the
Scottish
North-east-
ern Railway
Company.

The Agreement set forth in the Schedule (A.) to this Act, and made by the Scottish North-eastern Railway Company of the First Part, and the Honourable Thomas Charles Bruce and others on behalf of the Company, of the Second Part, is hereby confirmed ; and all the Powers, Reservations, Payments, Agreements, and Stipulations therein contained to be exercised, made, or performed by or on behalf of the said Companies respectively shall be binding upon the said Companies respectively, and shall be exercised, made, and performed by, and may be enforced against, the said Companies respectively, in the same Manner in all respects as if the Covenants and Obligations thereby entered into and come under by each of the said Companies respectively had been imposed upon them, and the Powers and Privileges thereby granted had been granted, by or under special Enactments for that Purpose in this Act contained, and as if the Provisions of the said Agreement were respectively repeated and re-enacted in this Act with respect to such Companies respectively ; and all Passenger Traffic passing between the General Station at Perth, and all Goods Traffic passing between the Company's Goods Station there, or any Goods Station there used by them and the Inverness and Perth Junction Railway, shall in all respects be subject to the Terms and Stipulations contained in the said Agreement ; and in the Construction of the said Agreement, Clause Fifty-seven of the deposited Bill referred to in the Third Article of the said Agreement shall be held to mean Section Fifty-seven of this Act.

SECTION 56.

Confirming
Agreement
with the
Scottish
Central Rail-
way Com-
pany.

The Agreement set forth in the Schedule (B.) to this Act, and made by the Scottish Central Railway Company of the First Part, and the Honourable Thomas Charles Bruce and others, on behalf of the Company, of the Second Part, is hereby confirmed ; and all the Powers, Reservations, Payments, Agreements, and Stipulations therein contained to be exercised, made, or performed by or on behalf of the said Companies respectively shall be binding upon the said Companies respectively, and shall be exercised, made, and performed by, and may be enforced against, the said Companies respectively, in the same Manner in all respects as if the Covenants and Obligations thereby entered into and come under by each of the said Companies respectively had been imposed upon them, and the Powers and Privileges thereby granted had been granted, by or under special Enactments for that Purpose in this Act contained, and as if the Provisions of the said Agreement were respectively repeated and re-enacted in this Act with respect to such Companies respectively ; and all Passenger, Mail, and Coaching Traffic (as defined in the said Agreement) passing between the General Station at Perth and the Inverness and Perth Junction

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Junction Railway, and all Goods and Mineral Traffic interchanged between the Scottish Central Railway Company and the Company, or between the Scottish Central Railway Company and the Inverness and Aberdeen Junction Railway Company, in the event of the last-named Company working the Railway, or any Part thereof, shall in all respects be subject to the Terms and Stipulations contained in the said Agreement.

SECTION 57.

The Company and the Inverness and Aberdeen Junction Railway Company running over and using the Perth and Dunkeld Railway, and so much of the Scottish North-eastern Railway and Scottish Central Railway as lies between the Perth and Dunkeld Railway and the General Station at Perth as aforesaid, under the Powers to that Effect herein-before and under the said Agreements granted, shall at all Times, in using the said Railways and the Stations and other Conveniences thereof respectively, be subject to and act in accordance with the Byelaws and Regulations for the Time being in force on the Undertaking so used, so far as such Byelaws and Regulations shall be applicable; but in the event of Difference between the Parties in regard to any of the said Byelaws and Regulations, or as to the Time or Manner of running Trains upon the Perth and Dunkeld Railway, and so much of the Scottish North-eastern Railway and Scottish Central Railway as aforesaid, under the Powers herein-before or under the said Agreements granted, such Difference shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation (Scotland) Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Byelaws of Perth and Dunkeld, Scottish North-eastern, and Scottish Central Railway Companies to be observed.

SECTION 58.

Whereas the General Passenger Station at Perth is the joint Property of the Scottish Central Railway Company, the Scottish North-eastern Railway Company, and the Edinburgh, Perth, and Dundee Railway Company, and the Limits of the said Station, and the Rights of the said Companies respectively therein, are defined by "The Scottish Central Railway Consolidation Act, 1859," (herein called "The General Station Act,") and by an Agreement bearing Date the Sixth and Seventh Days of September One thousand eight hundred and sixty, made between the Scottish Central Railway Company and the Scottish North-eastern Railway Company, and the Edinburgh, Perth, and Dundee Railway Company, relative to the Completion and Use of the said General Station and improved Accesses thereto, and the Management and Maintenance thereof, and the Payments to be made to the Scottish Central Railway Company in respect thereof, as such Agreement is intended to be given effect to and confirmed by a Bill for consolidating the several Acts relating to the Scottish North-eastern Railway Company, which is now pending in Parliament: And whereas under the said General Station Act the Management of the said Station is now vested in a Joint Committee of Six Persons, appointed, Two by each of the said Three Companies, in the Manner provided for by Section Eighty-one of the said Act: And whereas the said Three Companies have agreed to admit the Company into the joint Use and Management of the said Passenger Station, upon the Terms herein-after provided: Be it therefore enacted as follows:

Provision in regard to the Use of the General Railway Station at Perth.

First.—The Company shall, 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

[*Local.*]

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signed

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signed as relative to the said Agreement, for all their Passenger and Mail Trains, and all other their Trains carrying Passengers or Mails or Coaching Traffic (meaning by the Words "Coaching Traffic" all Traffic ordinarily from Time to Time carried by Passenger Trains on Railways in Scotland); and in such Use the Four Companies shall be entitled to the like Accommodation and Facilities corresponding to their Traffic, without Preference or Partiality.

Second.—The Company shall not be entitled to use and shall not be interested as Owners in the Portion of the said General Station appropriated to Goods, coloured Yellow on the said Plan, which is the joint Property of the Scottish Central Railway Company and the Edinburgh, Perth, and Dundee Railway Company, and is to continue to be used exclusively by them.

Third.—As soon as any Part of the Railway of the Company having connexion with the said General Station over the Perth and Dunkeld Railway and the Scottish North-eastern Railway shall have been opened for Passenger Traffic, the Company shall use the said General Station for all their Passenger and Mail and Coaching Traffic, and shall from the Time of such opening pay to the Joint Committee for the Time being, or to any Person who may be appointed to receive the same, for the Benefit of the Scottish Central Railway Company, the Scottish North-eastern Railway Company, and the Edinburgh, Perth, and Dundee Railway Company, in the Proportions in which they have contributed to the Cost of the said Station, in pursuance of the said Agreement between them, (viz., the Scottish Central Railway Company Two Fifths, the Scottish North-eastern Railway Company Two Fifths, and the Edinburgh, Perth, and Dundee Railway Company One Fifth,) the following Sums annually by way of Rent, and exclusive of Maintenance; that is to say, for the First Year, commencing from the Time of such opening, the Sum of Five hundred Pounds Sterling, for the Second Year the Sum of Six hundred Pounds Sterling, for the Third Year 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 Sterling; 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 Day of such opening; and in case of Nonpayment on every such Day, the Instalment so unpaid shall thenceforth bear Interest at the Rate of Five Pounds per Centum per Annum up to and including the Day of Payment of such Instalment and Interest; and any Instalment and Interest for the Time being due and unpaid may be recovered by the Joint Committee in any competent Court by any Action or Proceeding in the Name of their Clerk.

Fourth.—As soon as the Company become entitled to the Use of the said General Passenger Station they shall be entitled to take part in the Management thereof, and for that Purpose the Board of Directors of the Company may appoint Two Directors of the Company to be Members of the Joint Committee, in the same Manner as if the Company had been named in Section Eighty-one of the General Station Act, and had been thereby authorized to appoint such Two Members, and also to exercise all the other Powers by that Section conferred on each of the other Three Companies, or their Nominees, in relation to the Joint Committee, and as if the Number of that Committee had been directed to consist

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consist of Eight Persons instead of Six; and the Members or Member of the Joint Committee appointed by the Company shall be subject to the same Disqualification, and shall retire from the Office at same Times and in the same Manner, as if they had been appointed under the Provisions of the said Section; and such Members or Member present at any Meeting of the Joint Committee shall have One Vote for each entire Sum of Fifty Pounds of the annual Rent for the Time being payable by the Company under Article Third of this Section for the Use of the said General Station, and One Vote for each entire Sum of One hundred Pounds for the Time being paid by the Company on account of the Maintenance of the General 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 preceding such Meeting, provided the Amount due by the 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; and the Board of Directors of the Company shall, in any of the Events named in that Section, have the same Right to require any Matter to be submitted to an Arbitrator as is therein provided with respect to each of the Three Companies therein named.

Fifth.—The Payment of the yearly Rent herein-before made payable shall be held to be full Compensation for the Use of the Portion of the said General Station appropriated to Passengers, and the Accesses thereto, as they are now in course of being made by the Scottish Central Railway Company under and in Terms of the Provisions of the said General Station Act relating thereto; but in case hereafter any Addition to or Alteration of the said General Station, or the Accesses thereto, be found expedient for the common Benefit of all the Companies having the Privilege or Use thereof, and shall actually be executed, then the 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 other Companies, such Increase on the Rent or Capital Sum to be what may be agreed upon among the Parties, or may be determined by Arbitration, in Terms of "The Lands Clauses Consolidation (Scotland) Act, 1845."

Sixth.—In addition to the yearly Rent to be paid by the Company for the Use of the Portion of the said General Station appropriated to Passengers, they shall bear and pay a Portion of 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 improved Accesses provided for in the said 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 said Act, along with the said Three other Companies, as the same may be apportioned between the Four Companies, in Terms of the Eighty-third Section of the last-mentioned Act, and of this Act, in proportion to the Use made of the said General Station by the said Four Companies respectively; and such Contribution towards the said Expense shall commence from the Day of the Commencement of the Use
of

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of the said General Station by the Company ; and all the Provisions of the said General Station Act in relation to the said Expense shall be made applicable as from that Day to the Company, in the same Manner as to the said other Companies under the Provisions of the said Act : Provided always, that any Sums which may be received from any other Railway Company for the Use of or Accommodation within the Portion of the said General Station appropriated to Passenger Traffic shall be applied in reduction of such Costs and Expenses as aforesaid, the Company always contributing a rateable Proportion of whatever Outlay shall have been incurred for the special Accommodation of such other Railway Company.

SECTION 59.

Power to enter into other Agreements with the Scottish North-eastern Company and other Companies as to Stations, &c.

It shall be lawful for the Company on the one Part, and for the Scottish North-eastern Railway Company, and the Scottish Central Railway Company, and the Edinburgh, Perth, and Dundee Railway Company, or any or either of the said Companies, on the other Part, to make and enter into any Contracts and Agreements for the Use by the said Companies, or any or either of them, of any Station or Stations and Depôts belonging to, or to be made and acquired by, the said Companies, or any or either of them, and generally to enter into and carry into effect such Arrangements in reference thereto, and for the proper and convenient Construction thereof, and the Payment and Apportionment of the Expense of constructing and maintaining the same, and the Rates or other Remuneration to be paid for the Use thereof, as may be mutually agreed upon between the Company and the said other Companies, or any or either of them ; and every such Contract, Agreement, or Arrangement may contain such Stipulations and Provisions as may be mutually agreed upon between the Companies, Parties thereto, respectively.

SCHEDULE (A.) TO "INVERNESS AND PERTH JUNCTION RAILWAY ACT, 1861."

AGREEMENT between the Scottish North-eastern Railway Company on the First Part, and the Honourable Thomas Charles Bruce, No. 3, St. James's Street, London, Alexander Matheson, Esq., of Ardross, M.P., and William Fraser Tytler, Esq., of Aldourie, Three of, and as authorized by, the Provisional Committee of the Inverness and Perth Junction Railway Company, for themselves and on behalf of the said Company, on the Second Part.

Whereas a Bill is now depending before Parliament, promoted by the Parties hereto of the Second Part, entitled "A Bill for making a Railway " from Forres to Birnam near Dunkeld, with a Branch to Aberfeldy, to be " called The Inverness and Perth Junction Railway, and for other Purposes : " And whereas Powers are proposed to be taken by the said Bill to enable the Company to be thereby incorporated, and the Inverness and Aberdeen Junction Railway Company, in the event of that Company working the said proposed Inverness and Perth Junction Railway, to run over and to use, with their Engines, Carriages, and Waggons, the Perth and Dunkeld Railway, which is at present under a Working Agreement with the Parties hereto of the First Part, and the Scottish North-eastern Railway, between the Junction therewith of the Perth and Dunkeld Railway and the Termination of the Scottish North-

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North-eastern Railway at the Glasgow Road Bridge at Perth: And whereas the said Parties hereto of the First Part have agreed to consent to the passing of the said Bill, and to the Insertion of Clauses therein for effecting the Purposes aforesaid, and neither directly nor indirectly to promote or support any Opposition to the said Bill during its Progress through Parliament, in consideration of an Agreement being entered into to the Effect under written: Therefore the said Parties hereto have covenanted, contracted, and agreed, and do hereby covenant, contract, and agree, as follows; (that is to say,)

First.—The Parties respectively consent that the Inverness and Perth Junction Railway Company shall have Running Powers over that Part of the Scottish North-eastern Railway Company's Line which lies between the Junction with the Dunkeld Line at Stanley and the South Termination of the Scottish North-eastern Railway Company's Line at the Glasgow Road Bridge at Perth, both up and down between these Points, but not any Right or Privilege over any other Portion of the Line, or over any Sidings or other Works, except as herein-after mentioned; and in case the Inverness and Aberdeen Junction Railway Company shall, by Agreement between that Company and the Inverness and Perth Junction Railway Company, become the Workers of the last-mentioned Company's Line, then the Inverness and Aberdeen Junction Railway Company shall have, while they so work, the like Running Powers, on the same Tolls and Conditions as the Inverness and Perth Junction Railway Company itself; and the Tolls to be paid for the Use of the said Portion of the Scottish North-eastern Railway Company's Undertaking shall be as follows, viz.:—

1.—*As to Passengers.*

For all First-class Passengers going up or coming down, One Shilling each:

For all Second-class Passengers going up or coming down, Eightpence each:

For all Third-class Passengers going up or coming down, Sixpence each:

But it is declared, in regard to special Excursion Trains going and returning on the same Day, that these Tolls are to be only once paid, though the Passenger goes both up and down in the course of the same Day.

2.—*As to Goods and all other Traffic, except Mails.*

For all Goods and Mineral Traffic, excepting Coals, Timber (including Pit Props and Sleepers), and Slates, going up or coming down, One Shilling per Ton:

For all Coals, Timber (including Pit Props and Sleepers), and Slates, Eightpence per Ton:

For Smalls and Parcels under One Hundredweight, whether by Passenger Trains or Goods Trains, One Penny each:

For Live Stock, Two Shillings per Truck:

For Horses, Two Shillings per Horse-box:

For Carriages, Three Shillings per Carriage Truck:

For Dogs, Twopence each:

For Calves, Pigs, and Sheep, singly, not in Trucks, Twopence each.

3.—*For Mails.*

Seventy-five per Cent. of the whole Mileage Proportion effecting to the Portion of the Scottish North-eastern Railway run over of the Sum which

[*Local.*]

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may

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may be received by the Inverness and Perth Junction Railway Company, or the Inverness and Aberdeen Junction Railway Company, for the Carriage of the Mails between Perth and any Station on or beyond the Lines of the said Companies respectively.

Second.—But the Tolls which the Inverness and Perth Junction Railway Company shall pay on all Traffic going to or from Places East of the Inverness and Aberdeen Junction Railway shall be the maximum Tolls of the Scottish North-eastern Railway Company.

Third.—The Trains and Servants of the Inverness and Perth Junction Railway Company, or of the Inverness and Aberdeen Junction Railway Company, when on the Line between the Stanley Junction and the Terminus of the Scottish North-eastern Railway at Perth, to be subject in all respects to the Rules and Regulations of the Scottish North-eastern Railway Company, with a reference in case of Difference as to the said Matters, or as to the Time and Manner of running the Trains, as provided by Clause 57 of the deposited Bill of the Party hereto of the Second Part.

Fourth.—The Inverness and Perth Junction Railway Company are not, without the Consent in Writing of the Parties hereto of the First Part, to carry any Traffic, either up or down the Line, between Perth and any Point short of Murthly Station, on the Perth and Dunkeld Line.

Fifth.—Without Prejudice to the Right of the Scottish North-eastern Railway Company to receive the Tolls above provided, the Inverness and Perth Junction Railway Company are to have the exclusive Right to fix the Fares and Rates for every Description of Traffic between the Stations on their Line and the Lines in connexion with them, and the Termination of the Scottish North-eastern Railway at Perth, the same as if the Line of the latter Company between Stanley and Perth formed Part of the Inverness and Perth Junction Company's Line; and if the Perth and Dunkeld Line is worked or is acquired by the Inverness and Perth Junction Company, the same Regulation will apply to the Stations on that Line.

Sixth.—The Scottish North-eastern Railway Company shall give over and convey to the Inverness and Perth Junction Railway Company, and the latter Company shall accept thereof, on the Terms after mentioned, the Ground belonging to the Scottish North-eastern Company lying along the West Side of the Scottish North-eastern Railway's Main Line of Railway between the Glasgow Road and the Dove Cotland Bridges, with the Exception of a Stripe of the Breadth of Fifteen Feet, which is to be retained, lying along the Down Line of the Scottish North-eastern Railway North of the Engine Shed, as such Ground is shown on a Plan annexed hereto, and signed as Part of these Presents; and the Scottish North-eastern Railway Company is also to give to the Inverness and Perth Junction Railway Company all the Works which may be on the said Ground so to be given over and conveyed to them at the Time when Possession is given, together with the Scottish North-eastern Railway Company's Rights in Two Arches of the Glasgow Road Bridge (which is shown on the said signed Plan), and all this is to be done on the Terms following; viz.

(1.) The Inverness and Perth Junction Railway Company to pay for the said Ground so to be given over and conveyed to them a yearly Feu Duty of One hundred Pounds Sterling, payable half-yearly, beginning the First Term's Payment at Martinmas 1864.

(2.) The

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(2.) The Inverness and Perth Junction Railway Company to relieve the Scottish North-eastern Railway Company of all Liabilities for the Maintenance of that Portion of the Glasgow Road Bridge which they are to obtain a Right to as above, and of a corresponding Portion of the Roadway of the Bridge, and to pay to the Scottish North-eastern Railway Company, at the Term of Martinmas 1863, the Cost of an Engine Shed, Workshop, Water Tank, Water Column, a Forty-feet Engine Turntable, and the other Fixtures, similar to those now on the Ground, and of whatever Extent of Sidings, with Points and Crossings, may at the Time be on the Ground so given over to the Inverness and Perth Junction Railway Company, so that the Scottish North-eastern Railway Company may be enabled to substitute, free of Expense, Accommodation on their own Ground similar to that which they hand over to the Inverness and Perth Junction Railway Company. The Scottish North-eastern Railway Company, however, agree to abate from the Sum to be paid by the Inverness and Perth Junction Company the Difference in Value between the Cost of new Rails and of a new Turntable and the old ones on the said Ground at the Time. The Scottish North-eastern Company are also to maintain the Engine Shed, Workshop, Water Tank, and Water Column in good working Order, Tear and Wear excepted, until they are handed over to the Inverness and Perth Junction Railway Company.

(3.) So long as a Brick or Tile Work exists adjoining the aforesaid Ground, the Inverness and Perth Junction Railway Company are to give a Siding into it for the Accommodation of the Traffic going to or from the Scottish North-eastern Railway free of Charge; and in the event of the Inverness and Perth Junction Railway Company obtaining an Access to the Dung Depôt belonging to the Town of Perth, the Scottish North-eastern Railway Company is to have free Access thereto for the Purpose of loading Manure.

(4.) The Inverness and Perth Junction Company to be at the Cost of maintaining the connecting Points between their Sidings and the Main Line of the Scottish North-eastern Railway Company, and to pay the Expense of the Pointsmen and Signals, such Pointsmen to be appointed by the Party hereto of the First Part.

Seventh.—The Scottish North-eastern Railway Company is to continue to supply Water as at present to the Water Tank to be given over as above provided, and the Inverness and Perth Junction Railway Company and the Inverness and Aberdeen Junction Railway Company are to take the same from the Tank for all Railway Purposes so long as the Scottish North-eastern Railway Company has Water to spare beyond what they themselves require; and the Inverness and Perth Junction Company is to bear the Cost of providing and placing and maintaining a suitable Metre, and to pay for the Water they require at the Rate of Sixpence per One thousand Gallons; and this Part of the Agreement is to endure so long as the Scottish North-eastern Railway Company have the Water to spare, but no longer.

Eighth.—The Party hereto of the Second Part engage to insert such Clauses in their Bill, or to make such Amendments thereon, as may be necessary or expedient for carrying out what is agreed to as above set forth, according to the true Spirit and Intention of Parties, and for giving special Powers to the Parties when special Powers are necessary; and with regard to what is agreed upon, and may not be specially provided for in the Bill, but left to be Matter of

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of Contract between the Two incorporated Companies, the Parties hereto of the Second Part, for themselves and on behalf of the other Promoters of the Inverness and Perth Junction Railway, further undertake that, within Three Months after the passing of their Act, they will deliver to the Scottish North-eastern Railway Company a formal Obligation by the Inverness and Perth Junction Railway Company, under Seal, undertaking and engaging to perform the Things which are herein provided for.

Ninth.—The several Parties agree and become bound each to the other, that if any Dispute or Question shall arise between them in regard to the true Intent of these Presents, or in regard to any of the Matters and Things herein-before provided for or intended to be provided for, or in regard to the Manner of carrying out the Provisions of this Agreement, such Disputes or Questions shall from Time to Time, as the same may arise, be referred to Arbitration in manner provided by "The Railways Clauses Consolidation (Scotland) Act, 1845," with reference to the Settlement of Disputes by Arbitration.

In witness whereof, these Presents, written on this and the Five preceding Pages of stamped Paper by William Fraser, Clerk to Christopher Kerr, Town Clerk, Dundee, are (together with a Duplicate hereof, and together also with the Plan within referred to,) subscribed by the Parties as follows; viz., by the said Alexander Matheson, at Westminster, the Twenty-second Day of February Eighteen hundred and sixty-one, before these Witnesses, Theodore Martin, of Number Ten, New Palace Yard, Westminster, Parliamentary Agent, and Joshua John Peele, Solicitor, Shrewsbury; by the said Thomas Charles Bruce, also at Westminster, on the Twenty-fifth Day of said Month of February, and Year last above-mentioned, before these Witnesses, the said Theodore Martin and Samuel Teed, Clerk to the said Theodore Martin; by the said William Fraser Tytler, also at Westminster, on the Twenty-eighth Day of the said Month of February, and Year last above mentioned, before these Witnesses, the said Theodore Martin and the said Samuel Teed; and by Alexander Crombie Matthew, Surgeon in Aberdeen, George Birnie, Esquire, of Johnston, and Alexander Porteous, Esquire, of Laurieston, Three of the Directors of the said Scottish North-eastern Railway Company (the Seal of the said Scottish North-eastern Railway Company being at the Time adhibited to these Presents), all at Aberdeen, on the Eighth Day of March, and Year last mentioned, before these Witnesses, the said Christopher Kerr and Irvine Kempt, residing in Aberdeen, Secretary to the said Scottish North-eastern Railway Company; declaring that Five Words on the First Line of Page Fifth have been delete, and that the Word "insert" on the Thirty-ninth Line of said Page is written partly on Erasure, all before Subscription.

THEODORE MARTIN, Witness.

SAML. TEED, Witness.

THEODORE MARTIN, Witness.

J. J. PEELE, Witness.

THEODORE MARTIN, Witness.

SAML. TEED, Witness.

CHRIS. KERR, Witness.

IRVINE KEMPT, Witness.

} THOMAS C. BRUCE.

} ALEXR. MATHESON.

} WM. FRASER TYTLER.

{ ALEXR. PORTEOUS.

{ ALEX. C. MATTHEW.

{ GEO. BIRNIE.

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The Highland Railway Act, 1865.

SCHEDULE (B.) TO "THE INVERNESS AND PERTH JUNCTION RAILWAY ACT, 1861."

AGREEMENT between the Scottish Central Railway Company on the First Part, and the Honourable Thomas Charles Bruce, No. 3, St. James's Street, London, Alexander Matheson, Esq., of Ardross, M.P., and William Fraser Tytler, Esq., of Aldourie, Threave, and as authorized by, the Provisional Committee of the Inverness and Perth Junction Railway Company, for themselves and on behalf of the said Company, on the Second Part.

Whereas a Bill is now depending before Parliament, promoted by the Parties hereto of the Second Part, entitled "A Bill for making a Railway from Forres to Birnam near Dunkeld, with a Branch to Aberfeldy, to be called the Inverness and Perth Junction Railway; and for other Purposes:" And whereas Powers are proposed to be taken by the said Bill to enable the Company to be thereby incorporated, and the Inverness and Aberdeen Junction Railway Company, in the event of that Company working the said proposed Inverness and Perth Junction Railway, to run over and to use, with their Engines, Carriages, and Waggon, the Perth and Dunkeld Railway, the Scottish North-eastern Railway between the Junction therewith of the Perth and Dunkeld Railway and the Termination of the Scottish North-eastern Railway at the Glasgow Road Bridge at Perth: And whereas the said Parties hereto of the Second Part desire to acquire certain Rights to use that Part of the Scottish Central Railway, extending in Length to about Three hundred and twenty Yards or thereby, situated between the Glasgow Road Bridge and the Northern End of the Perth General Station, and also to make certain Arrangements for the Interchange of Traffic: And whereas the said Parties hereto of the First Part are willing to concede the said Rights and to make the said Arrangements on the Terms and Conditions and subject to the Provisions after expressed: Therefore the said Parties hereto have covenanted and agreed as follows; (that is to say,)

First.—It shall be lawful for the Inverness and Perth Junction Railway Company to run over and to use, and they shall run over and use, with their Engines, Carriages, and Waggon, that Part of the Scottish Central Railway Company's Line which lies between the said Glasgow Road Bridge at Perth and the Northern End of the Perth General Station, extending in Length to 320 Yards or thereby, and may also use the existing Sidings North of the General Station giving Access thereto, for all their Passenger or Mail or Coaching Traffic (meaning by the Words "Coaching Traffic" all Traffic ordinarily from Time to Time carried by Passenger Trains on Railways in Scotland); it being always understood and declared, that the Inverness and Perth Junction Railway Company shall have no Right, Power, or Privilege to run over or to use the said Portion of the Scottish Central Railway for any other Description of their Traffic, or to run over or to use any of the said Sidings, except as a Means of Access to or from the said Station, or to run over or to use any other Part or Parts of the Undertaking of the Scottish Central Railway Company, except with the express Consent of that Company thereto in Writing, save only the Lines of Rails, Turn-tables, Sidings, Platforms, and other Accommodation within

[*Local.*]

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that

The Highland Railway Act, 1865.

that Portion of the General Station at Perth appropriated to Passengers in pursuance of an Agreement entered into between them and the Companies to whom such Station belongs ; and in case the Inverness and Aberdeen Junction Railway Company shall work the whole or any Portion of the said Passenger or Mail or Coaching Traffic of the Inverness and Perth Junction Railway, then that Company shall and may have, exercise, and enjoy, for the Purposes of the said Traffic so worked by them, all such and the like Powers and Privileges as are herein-before agreed to be granted to the Inverness and Perth Junction Railway Company in respect to such Portion of the Scottish Central Railway, and Conveniences connected therewith as aforesaid, and that on Payment of the same Tolls and subject to the same Conditions as the Inverness and Perth Junction Railway Company itself ; and the Tolls to be paid for the Use of the said Portion of the Scottish Central Railway Company's Undertaking shall be a rateable Proportion of the Tolls which the Promoters of the Inverness and Perth Junction Railway have agreed to pay to the Scottish North-eastern Railway Company for the Use of that Part of their Line which lies between the Junction with the Perth and Dunkeld Line at Stanley and the South Termination of the Scottish North-eastern Railway Company's Line at the Glasgow Road Bridge at Perth, estimating such Proportion according to the Length of the Portion of the Scottish Central Railway so used, which shall be assumed at 320 Yards as compared with the Length of the said Portion of the Scottish North-eastern Railway, which shall be assumed at Seven Miles, and which Tolls agreed to be paid to the Scottish North-eastern Railway Company are, by Agreement entered into between them and the said Promoters, fixed as follows ; viz.

1.—*As to Passengers.*

For all First-class Passengers going up or coming down, One Shilling each :

For all Second-class Passengers going up or coming down, Eightpence each :

For all Third-class Passengers going up or coming down, Sixpence each :

But it is declared, in regard to special Excursion Trains going and returning on the same Day, their Tolls are to be only once paid, though the Passenger goes both up and down in the course of the same Day.

For Smalls and Parcels under One Hundredweight, by Passenger Trains, One Penny each :

For Horses by Passenger Trains, Two Shillings per Horse Box :

For Carriages, Three Shillings per Carriage Truck :

For Dogs, Twopence each.

2.—*For Mails.*

Seventy-five per Cent. of the whole Mileage Proportion effeiring to the Portion of the Scottish North-eastern Railway run over of the Sum which may be received by the Inverness and Perth Junction Railway Company, or the Inverness and Aberdeen Junction Railway Company, for the Carriage of the Mails between Perth and any Station on or beyond the Lines of the said Companies respectively.

Second.—The Trains and Servants of the Inverness and Perth Junction Railway Company, or of the Inverness and Aberdeen Junction Railway Company, when on the Portion of the Line between the Glasgow Road Bridge at Perth and the Perth General Station, shall be subject in all respects to the Rules and Regulations of the Scottish Central Railway Company.

Third.

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Third.—Without Prejudice to the Right of the Scottish Central Railway Company to receive the Tolls above provided, the Inverness and Perth Junction Railway Company shall have the exclusive Right to fix the Fares and Rates for every Description of Traffic conveyed by them.

Fourth.—The Inverness and Perth Junction Railway Company disclaim any Title to any of the Tolls or other Charges now due and payable or hereafter to become due and payable from or by the Edinburgh, Perth, and Dundee Railway Company, or any other Railway Company, for the Use of the said Portion of the Scottish Central Railway.

Fifth.—Within the General Station, as regards all Passenger and Coaching Traffic, and at such Place or Places as the Companies, Parties hereto, may from Time to Time agree, as regards all Mineral and Goods Traffic, each of the Companies, Parties hereto, shall and will at all Times deliver to the other of them, and free of all Tolls, Rates, Duties, or other Charges, all Traffic conveyed by the one of them, and destined for the other's Line of Railway, or for any Railway leased to or worked by them, or directly or indirectly communicating with any of such Railways respectively.

Sixth.—The Mileage for Division of Through Rates, as between the said Two Companies, Parties hereto, shall be measured from the Centre of the present Passenger Platform.

Seventh.—For the Purpose of carrying the foregoing Articles into effect, the Parties hereto of the Second Part engage to use their best Endeavours to procure the Insertion in their Bill of certain Clauses which are indorsed hereon and signed as relative hereto; and in so far as it is found impracticable to procure such Insertion, or in so far as the said Clauses do not carry into full Effect the several Articles of this Agreement, the Parties hereto of the Second Part, for themselves, and on behalf of the other Promoters of the Inverness and Perth Junction Railway, further undertake that, within Three Months after the passing of their Act, they will deliver to the Scottish Central Railway Company a formal Obligation by the Inverness and Perth Junction Railway Company, under Seal, undertaking and engaging to perform the Conditions and Provisions of this Agreement in so far as incumbent upon them.

Eighth.—The several Parties agree and become bound each to the other, that if any Dispute or Question shall arise between them in regard to the true Meaning of these Presents, or in regard to any of the Matters and Things herein-before provided for, or intended to be provided for, or in regard to the Manner of carrying out the Provisions of this Agreement, such Disputes or Questions shall, from Time to Time as the same may arise, be referred to Arbitration in manner provided for by "The Railways Clauses Consolidation (Scotland) Act, 1845," with reference to the Settlement of Disputes by Arbitration.

Ninth.—The Parties consent to Registration for Preservation.

In witness whereof these Presents, written on this and the Two preceding Pages of stamped Paper by Samuel Mephram, Clerk to Messieurs Vacher and Sons, Law Stationers, Parliament Street, Westminster, are (together with a Duplicate hereof, and together also with the Clauses endorsed hereon, subscribed by the Parties as follows; viz. by the said Thomas Charles Bruce and Alexander Matheson at Westminster, the Twenty-sixth Day of March
Eighteen

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Eighteen hundred and sixty-one, before these Witnesses, William Leslie, of the Firm of Inglis and Leslie, Writers to the Signet, Queen Street, Edinburgh, and Samuel Teed, Clerk to Theodore Martin, Number Ten, New Palace Yard, Westminster, Parliamentary Agent; by the said William Fraser Tytler, also at Westminster, the Twenty-seventh Day of the said Month of March and Year last-mentioned, before these Witnesses, the said Samuel Teed and Spencer Balfour, also Clerk to the said Theodore Martin; and by Robert Bruce, Esquire, of Kennet, Clackmannanshire, George Gray, Esquire, Solicitor, Perth, and John Pullar, Esquire, Manufacturer, Perth, being Three and a Quorum of the Directors of the said Scottish Central Railway Company (the Seal of the said Scottish Central Railway Company being at the Time adhibited to these Presents), all at Stirling, on the Second Day of April and Year last-mentioned, before these Witnesses, John Arthur Jamieson, Secretary to the Scottish Central Railway Company, and James McLauchlan, Clerk in the Secretary's Office of the said Company at Perth.

JOHN A. JAMIESON, Witness.	{	ROBERT BRUCE.
JAS. McLAUCHLAN, Witness.		GEO. GRAY.
		JOHN PULLAR.
W. LESLIE, Witness.	{	THOMAS C. BRUCE.
SAML. TEED, Witness.		ALEXR. MATHESON.
SAML. TEED, Witness.	{	WM. FRASER TYTLER.
SPENCER BALFOUR, Witness.		

SECTIONS OF "THE INVERNESS AND ABERDEEN JUNCTION
RAILWAY (BRANCH) ACT, 1861," NOT REPEALED BY THIS
ACT.

SECTION 26.

Any Land
reclaimed by
the Works
not to be
taken with-
out the Con-
sent of the
Commis-
sioners of
Woods, &c.

That if in the course or by means of the Execution of any of the Works of the Company, any Part of the Shores or Bed of the Moray Firth, or of the Sea, belonging to Her Majesty, shall be inned, gained, or reclaimed from the Water, the Company shall not have or exercise any Right upon the same, or in respect thereof, but such innuing, gaining, or Reclamation shall enure absolutely for the Benefit of Her Majesty the Queen, Her Heirs and Successors, and it shall not at any Time afterwards be lawful for the Company to take, enter upon, or interfere with the Lands so inned, gained, or reclaimed, for any Purpose whatsoever, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

SECTION 27.

Provision as
to the Rights
of the
Crown.

That nothing whatsoever contained in this Act, or in any of the Acts herein recited or referred to, shall extend to authorize the said Company to purchase, take, use, or otherwise interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the

The Highland Railway Act, 1865.

the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

SECTIONS OF "THE INVERNESS AND PERTH JUNCTION AND
PERTH AND DUNKELD RAILWAYS AMALGAMATION ACT,
1863," NOT REPEALED BY THIS ACT.

SECTION 10.

From and after the Date of Amalgamation the following Provisions of "The Perth and Dunkeld Railway Act, 1854," are and shall be repealed; (that is to say,) all Provisions—

Repeal of
"Perth and
Dunkeld
Railway
Act, 1854."

With respect to the Incorporation and Constitution of the Dunkeld Company;

With respect to the Capital and Borrowing Powers of the Dunkeld Company;

With respect to their Shares and Shareholders, and Mortgages and Bondholders;

With respect to their Directors, Auditors, Officers, General Meetings, and internal Arrangement; and

With respect to the Tolls, Rates, and Charges authorized to be taken by the Dunkeld Company.

SECTION 11.

Notwithstanding such Repeal and Amalgamation the Dunkeld Company shall subsist as a separate Body Corporate for the Recovery of all Debts, Monies, Tolls, Rates, and Charges, or Rents, due and payable to them before the Date of Amalgamation, and for the Purpose of winding up their Affairs, and dividing among their Shareholders any Funds which may not be made over to the Inverness Company as herein provided; and for the said Purposes the Dunkeld Company shall have the same Powers and Privileges as if the said Amalgamation had not taken place, or their said Act of Incorporation had not been in part repealed; and the Directors of the Dunkeld Company who are in Office at the Date of Amalgamation shall continue in Office for the Purposes aforesaid, without Re-election, and without supplying Vacancies, and any Two of the said Directors shall be a Quorum at all Meetings and with respect to all Proceedings of the said Directors.

Notwith-
standing
Amalgama-
tion, Dun-
keld Com-
pany to sub-
sist for the
Purpose of
winding up
their Affairs.

SECTION 12.

Notwithstanding the Dissolution of the Dunkeld Company and the Amalgamation of the Companies or their Shareholders, everything before the Time of such Amalgamation done and suffered respectively under or by the recited

General
Saving of
Rights under
recited Acts.

[*Local.*]

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Acts,

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Acts, or any other Acts of Parliament relating to the Companies, at the Time in force, and every Right by such Acts, or any of them, saved, shall be as valid as if such Dissolution and Amalgamation had not happened; and such Dissolution and Amalgamation shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Dissolution and Amalgamation had not happened, would be incident to or consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the Inverness Company shall to all Intents represent the Companies respectively: Provided that the Generality of this Provision shall not be restricted by any other of the Sections or Provisions of this Act.

FOURTH SCHEDULE.

AGREEMENT BETWEEN THE SCOTTISH CENTRAL RAILWAY COMPANY AND THE INVERNESS AND PERTH JUNCTION RAILWAY COMPANY.

This Agreement, entered into and executed by and between the Scottish Central Railway Company of the First Part, and the Inverness and Perth Junction Railway Company of the Second Part, witnesseth:—That whereas during the Dependence in Parliament of the Bill for incorporating the Second Parties, an Agreement dated Twenty-sixth and Twenty-seventh March and Second April Eighteen hundred and sixty-one, was entered into between the First Parties and certain Parties on behalf of the Provisional Committee of the Inverness and Perth Junction Railway Company, by which Agreement it was, inter alia, provided that it should be lawful for the Inverness and Perth Junction Railway Company to run over and use, and that they should run over and use, with their Engines, Carriages, and Waggons, that Part of the First Parties Line which lies between the Glasgow Road Bridge at Perth and the Northern End of the Perth General Station, extending in Length to Three hundred and twenty Yards or thereby, and might also use the then existing Sidings North of the General Station, giving Access thereto for the Traffic mentioned in the said Agreement; and it was also provided, that in case the Inverness and Aberdeen Junction Railway Company should work the whole or any Portion of the said Traffic, then that Company should exercise, for the Purposes of the said Traffic so worked by them, the same Powers and Privileges as were therein agreed to be granted to the Second Parties, and that on Payment of the Tolls and subject to the Provisions specified in the said Agreement: And whereas the Act for incorporating the Second Parties was passed on the Twenty-second of July Eighteen hundred and sixty-one, under the Title of “The Inverness and Perth Junction Railway Act, 1861,” and the Agreement above referred to was thereby confirmed: And whereas the Second Parties, or the said Inverness and Aberdeen Junction Railway

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Railway Company, as in their Right, are now exercising the Powers conferred upon them under said Agreement, subject to the Payment to the First Parties of the Tolls therein mentioned: And whereas the Second Parties are desirous, and the First Parties have agreed, that such Tolls, the aggregate Amount of which varies from Time to Time, should be converted into a fixed annual Payment: Therefore the Parties have agreed and do hereby agree with each other as follows; viz.,

First.—In lieu of the Tolls payable by the Second Parties to the First Parties under the Agreement before narrated, the Second Parties shall pay annually to the First Parties, and the First Parties shall accept annually from the Second Parties, the Sum of One hundred and five Pounds Sterling, payable by Two equal Portions on the Thirty-first Day of January and Thirty-first Day of July in each Year respectively, beginning the First Term's Payment thereof on the Thirty-first Day of January Eighteen hundred and sixty-five, for the Half Year immediately preceding that Date, by a Payment through the Railway Clearing House, but thereafter half-yearly and termly, in equal Proportions, in all Time coming, by a direct Payment by the Inverness and Perth Company, with a Fifth Part more of each Term's Payment as Penalty in case of Failure in the punctual Payment thereof, and the Interest thereof at the Rate of Five per Cent. per Annum from and after the several Terms of Payment till Payment.

Second.—Except in so far as hereby expressly altered, the whole other Clauses and Provisions of the said Agreement dated Twenty-sixth and Twenty-seventh March and Second April Eighteen hundred and sixty-one shall remain in full Force and Effect, and be as binding on the Parties thereto as if these Presents had not been entered into.

Third.—In the event of any Dispute or Question arising between the Parties hereto in regard to the Meaning or Execution of these Presents, such Disputes or Questions shall, from Time to Time as the same may arise, be referred to Arbitration in manner provided for by "The Railways Clauses Consolidation (Scotland) Act, 1845," with reference to the Settlement of Disputes by Arbitration, and both Parties consent to the Registration hereof for Preservation and Execution.

In witness whereof these Presents, written upon this and the preceding Page of stamped Paper by William Gemmill, Clerk to Mitchell, Allardice, and Mitchell, Writers in Glasgow, are subscribed as follows; viz., by Sir Alexander Charles Gibson Maitland, Baronet, of Clifton Hall, Ratho, and James Fergusson Wyllie, Bolfracks, Aberfeldy, Two and a Quorum of the Directors of the Scottish Central Railway Company, and by John Arthur Jamieson, Secretary of said Company (the Seal of the said Scottish Central Railway Company being at same Time and Place impressed hereon), all at Perth, upon the Twenty-fourth Day of October in the Year Eighteen hundred and sixty-four, before these Witnesses, James McLauchlan, Accountant, and Robert Cameron, Clerk, both to the said Scottish Central Railway Company in their Offices at Perth; and by the Honourable Thomas Charles Bruce, of Number Three, Saint James' Street, London, and Alexander Matheson, of Ardross, Member of Parliament, Two and a Quorum of the Directors of the Inverness and Perth Junction Railway Company, and by Andrew Dougall, Secretary of said Company (the Seal of the said Inverness and Perth Junction Railway Company being at same Time and Place impressed hereon), all at Inverness, upon the Second
Day

The Highland Railway Act, 1865.

Day of November and Year last mentioned, before these Witnesses, Peter Anderson, Solicitor, Inverness, and Murdoch Paterson, Civil Engineer, there.

JAS. McLAUCHLAN, Witness.

R. CAMERON, Witness.

A. C. GIBSON MAITLAND.

J. F. WYLLIE.

JOHN A. JAMIESON, Secy. of
Scottish Central Railway
Coy.

Seal of the
Scottish Central
Railway
Company.

PETER ANDERSON, Witness.

MURDOCH PATERSON, Witness.

THOMAS C. BRUCE.

ALEXR. MATHESON.

AND. DOUGALL, Secy. Inver-
ness and Perth Junction
Ry. Coy.

Seal of the
Inverness and
Perth Junction
Railway
Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.