ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. cclxxix.

An Act for making a Railway from the *Deeside* Railway Extension at *Charleston of Aboyne* to the *Bridge of Gairn*, to be called "The *Aboyne and Braemar* Railway." [5*th July* 1865.]

WHEREAS the Construction of a Railway from the *Deeside* Railway Extension at *Aboyne* or *Charleston of Aboyne* to the *Bridge of Gairn*, all in the County of *Aberdeen*, would be of great local and public Advantage, and the Persons herein-after named, together with others, are willing to make the said Railway, if authorized so to do, and it is expedient that they should be incorporated into a Company for that Purpose: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the Railway will pass, have been deposited in the Office at *Aberdeen* of the Principal Sheriff Clerk of the County of *Aberdeen:* And whereas it is expedient that Provision should be made for the Use by the Company of the Station of the *Deeside* Railway Extension at *Aboyne* or *Charleston of Aboyne:* And whereas it is expedient that the *Deeside* Railway

Company should be authorized to subscribe to and work the said Railway: And whereas these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Aboyne and Braemar* Railway Act, 1865."

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

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," Parts I. and II. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" shall mean the Companies incorporated by this Act; the Words "the Railway" shall mean the Railway and Works by this Act authorized to be constructed.

Incorporation of Company.

4. *John Hickie*, *James Borman*, *John Mathewson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Railway, and their Executors, Administrators, Successors, and Assignees respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works by this Act authorized, and for such Purpose shall be incorporated by the Name of "the *Aboyne and Braemar* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Capital, and Number and Amount of Shares.

5. The Capital of the Company shall be Sixty-six thousand Pounds in Six thousand six hundred Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

6. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

7. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and

and Two Months at least shall be the Interval between successive Calls, and the aggregate Amount of Calls to be made on any One Share in any One Year shall not exceed Three Fourths of the Amount of a Share.

Power to borrow on Mortgage.

8. The Company may borrow on Mortgage any Sums not exceeding in the whole Twenty-two thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Sixty-six thousand Pounds shall have been subscribed, and One Half thereof shall have been actually paid up, and until the Company 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 the whole of the said Capital has been subscribed for *bonâ fide* and issued, and that One Half of such Capital has been paid up, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers, or their Executors, Administrators, or Assigns, and for which such Subscribers, or their Executors, Administrators, or Assigns, are legally liable, of which Proof having been given the Certificate of the Sheriff under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of Judicial Factor.

9. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Judicial Factor; and in order to authorize the Appointment of such Judicial Factor in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Judicial Factor shall be made shall not be less than Two thousand four hundred Pounds in the whole.

Application of Money.

10. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied solely to the Purposes of this Act.

First and subsequent Meetings of Company.

11. The First Ordinary Meeting of the Company shall be held within Twelve Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of General Meetings.

12. The Quorum of General Meetings of the Company shall be Six Shareholders present personally or by proxy holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

13. The

Number and Qualification of Directors.

13. The Number of Directors shall be Six, and the Qualification of a Director shall, except as after mentioned, be the Possession in his own Right of Thirty Shares in the Undertaking: Provided always, that the Number of Directors to be from Time to Time appointed by the Shareholders shall be subject to the Powers hereinafter conferred upon the *Deeside* Railway Company with respect to the Appointment of Directors.

First Directors.

14. *James Ross Farquharson*, *William Brown*, and *John Hickie*, as representing the Shareholders, and *John Duncan*, Sir *Alexander Anderson*, and *Peter Laing Gordon*, as representing the *Deeside* Railway Company, shall be the First Directors of the Company, and the said Three first-mentioned Directors shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present personally or by proxy may, subject to the Provisions of this Act, either continue in Office those Directors or any of them, or may elect Directors to supply the Places of such of those Directors as are not continued in Office, the retiring Directors, if qualified, being re-eligible, and they may also elect Directors to make up the whole Number of Directors to Six in the event of the *Deeside* Railway Company not being entitled to appoint Directors.

Subsequent Election of Directors.

15. At the First Ordinary Meeting to be held in every Year thereafter the Shareholders present personally or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," or by this Act, or either of them.

Quorum.

16. The Quorum of a Meeting of Directors shall be Three.

Deeside Railway Company may appoint Three Directors, if they subscribe.

17. If the *Deeside* Railway Company hold Five thousand Pounds and upwards of the subscribed Capital of the Company, they may appoint Three Directors of the Company; and every such Appointment shall be made in Writing under the Seal of the said Company and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed; and every Director so appointed shall enter upon Office immediately, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die or resign, and need not be a Shareholder in the Undertaking hereby authorized;

authorized; but the Neglect of the said Company to appoint a Director or Directors shall not invalidate the Acts of the Directors of the Company.

Power to Deeside Railway Company to fill up Vacancies

18. If any Director appointed by the *Deeside* Railway Company shall die or resign, or become disqualified or incompetent to act as such Director, the said Company may in his Stead appoint another Director.

and to vote at General Meetings.

19. The *Deeside* Railway Company, if they hold Shares of the Company may, by Writing under their Common Seal, from Time to Time appoint a Person to attend on their Behalf any Meeting of the Company, and every such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the *Deeside* Railway Company upon all Questions excepting the Election of Directors of the Company: Provided always, that the Directors or any of the Directors of the Company appointed by the *Deeside* Railway Company shall be capable of being appointed by such Company to attend any Meeting of the Company as aforesaid; and in the event of no special Appointment by such Company being produced at any such Meeting, any of the Directors of the *Deeside* Railway Company present at such Meeting shall be deemed to hold such Appointment; and in the event of there not being any Director or other Representative of the said Company present at such Meeting, the said Company may exercise all the Rights, Powers, and Privileges of voting by proxy at such Meeting in the Mode prescribed by "The Companies Clauses Consolidation (*Scotland*) Act, 1845:" Provided nevertheless, that the said *Deeside* Railway Company shall not, so long as they are entitled to appoint Directors, be entitled to vote at any Meeting of the Company in regard to the Election of Directors, nor shall either of their Directors be entitled to vote at the Election of any Director to fill up any Vacancy which may occur among the other Directors of the Company.

Power to Deeside Company to subscribe, and to apply Funds for that Purpose.

20. It shall be lawful for the *Deeside* Railway Company to subscribe towards and become Shareholders in the Undertaking to the Extent of Ten thousand Pounds; and the said Company may, with the Authority of Three Fifths of their Shareholders present personally or by proxy at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their respective Undertakings, and also any Monies which they are by this Act authorized to raise; and the said Company shall, in respect of the said Sum to be subscribed, and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges

(except in regard to voting at General Meetings, which shall be regulated by the special Provisions herein-before contained), and be subject to all the Obligations and Liabilities of Proprietors of Shares in the Company: Provided always, that it shall not be lawful for the said Company to transfer any of the said Shares for which they may so subscribe.

Power to Deeside Company to raise Money by the Creation of Shares or Stock.

21. It shall be lawful for the *Deeside* Railway Company from Time to Time to raise, for the Purpose of their Subscription, any Sums of Money not exceeding in the whole the said Sum of Ten thousand Pounds by the Creation and Issue of new Ordinary Shares or Stock in their respective Capitals or either of them; and Part 2 (relating to additional Capital) of "The Companies Clauses Act, 1863," shall, except as to Preference Shares, extend and apply to the additional Capital so authorized to be raised by the said Company.

Application of Monies raised by Deeside Company.

22. All the Monies which the *Deeside* Railway Company may raise under the Powers of this Act shall be applied to no other Purpose than the before-mentioned Contribution.

Power for compulsory Purchases limited.

23. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands and Property shown on the deposited Plan and specified in the deposited Books of Reference as they think expedient for any of the Purposes of this Act: Provided always, that it shall not be lawful for the Company to enter upon, purchase, take, or use, either compulsorily or by Agreement, any of the said Lands or Property situate to the Westward of a Point distant Twelve Miles Four Furlongs from the existing Passenger Station at *Aboyne* as shown on the said deposited Plan.

Period within which Lands to be purchased.

24. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for extraordinary Purposes.

25. The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall not exceed Five Acres.

Period for Completion of Railway.

26. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this and the incorporated Acts granted to the Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the same as shall then be completed.

27. Subject

Power to make Railway according to deposited Plan.

27. Subject to the Provisions of this Act and of the Acts or Parts of Acts incorporated herewith, it shall be lawful for the Company from Time to Time to make and maintain, in the Lines and according to the Levels respectively shown on the deposited Plan and Section, and upon the Lands shown on the deposited Plan and specified in the deposited Book of Reference, and within the Limits of Deviation shown on the deposited Plan, the Railway herein-after described, with all proper Approaches, Stations, and Works and Conveniences connected therewith; (that is to say,)

A Railway wholly situate in the County of *Aberdeen*, commencing by a Junction with the *Deeside* Railway Extension in the Parish or United Parishes of *Aboyne* and *Glentanner* at or near the West End of the Passenger Station at *Aboyne* or *Charleston of Aboyne*, and terminating in the United Parish or Parishes of *Tullich*, *Glengairn*, and *Glenmuick* at a Point on the West Side of the *Bridge of Gairn* not exceeding in Distance Twelve Miles Four Furlongs from the said Station at *Aboyne*, as shown on the said deposited Plan:

Provided always, that the Terminal Station and Offices of the Railway shall be made in or near the Village of *Ballater*, and that no Part of such Station or Offices shall be made to the Westward of a Point distant Eleven Miles Two Furlongs from the said Station at *Aboyne*, as shown on the said deposited Plan: Provided also, that the Part of the Railway between the said Terminal Station at *Ballater* and the *Bridge of Gairn* shall not be used for the Conveyance of Passengers, but for Goods Traffic only.

No Railway Extension up the Valley of the Dee beyond Bridge of Gairn.

28. No Extension of the Railway beyond the said Point distant Twelve Miles Four Furlongs from the said Station at *Aboyne* shall be made up the Valley of the *Dee*, except under the Powers of a Local Act of Parliament to be specially obtained for that Purpose, and expressly authorizing the same.

Portion of Railway of Consent may be carried to South Side of Aboyne and Ballater Turnpike Road.

29. Provided always, That the Railway in passing through the Lands belonging to the Marquis of *Huntly* between the Point marked One Mile Five Furlongs and the Point marked Seven Miles Four Furlongs on the deposited Plan may, with the Consent in Writing of the said Marquis, and of the Lessees and Occupiers of the said Lands, and if necessary of the Trustees of the *Aboyne and Ballater* Turnpike Road, be diverted to the South Side of the said Turnpike Road, and carried between the said Points in the Line so assented to.

Providing for Completion of Railway.

30. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand eight hundred Pounds,

Pounds, being Eight *per Centum* upon One hundred and sixty thousand Pounds, being the Amount of the Estimate of Expense of the Railway originally proposed to be authorized by this Act, has been deposited in Bank in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland*, in respect of the Application to Parliament for this Act: And whereas since the said Sum was deposited the Estimate of Expense of One hundred and sixty thousand Pounds has, by the Abandonment of a Portion of the Undertaking, been reduced to the Sum of Sixty-six thousand Pounds, Eight *per Centum* upon the Amount whereof is Five thousand two hundred and eighty Pounds: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Five thousand two hundred and eighty Pounds, Part of the said deposited Sum of Twelve thousand eight hundred Pounds, or the Interest or Dividends of such Sum, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Five thousand two hundred and eighty Pounds deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said last-mentioned Sum shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Five thousand

two hundred and eighty Pounds if the said Company shall not within the Time limited for the Completion of the said Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Five thousand two hundred and eighty Pounds, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Court of Session to order Payment of certain Sum in respect of reduced Estimate.

31. Notwithstanding anything in this Act contained, the Court of Session in *Scotland* may and shall, at any Time after the passing of this Act, on Application by the Company or on their Behalf, by a Petition in a summary Way, order that the Sum of Seven thousand five hundred and twenty Pounds, and the Dividends or Interest thereon, being Part of the said Sum of Twelve thousand eight hundred Pounds so deposited in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland*, as aforesaid, be transferred and paid to the Company, or to such Person or Persons as the Company may appoint in that Behalf; and upon such Order being made the said Sum of Seven thousand and forty Pounds, and the Dividends or Interest thereon, shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

Tolls.

32. 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 Merchandise.

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

For all Coal, Coke, Culm, Charcoal, Cinders, and all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all

all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For 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 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 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 Twopence; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding One Penny:

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 Threepence; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding One Penny:

And for every Carriage, of whatever Description, having more than Two Wheels, 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, not exceeding Sixpence *per* Mile; 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:

Tolls for Passengers and Animals.

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

For any Person conveyed in or upon any such Carriage, any Sum not exceeding Twopence *per* Mile; 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, *per* Mile not exceeding Threepence; and for One Ox, Cow, Bull, or Neat Cattle, not exceeding Twopence *per* Mile; and for Two Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, not exceeding Twopence *per* Head *per* Mile; and for more than Two Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, not exceeding One Penny Halfpenny *per* Head *per* Mile; and if conveyed in or upon any Carriage belonging to the Company an additional Sum not exceeding One Penny *per* Head *per* Mile:

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

Tolls for propelling Power.

33. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway 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.

Limiting Charges for Conveyance of Passengers.

34. 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* Mile *per* Passenger in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Mile *per* Passenger in respect of any Passenger travelling in a Second-class Carriage, and One Penny Halfpenny *per* Mile *per* Passenger 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.

Passengers Luggage.

35. 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.

Limiting Charges for the Conveyance of Goods.

36. 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, where 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 all Coal, Dung, and other Articles herein-before classed therewith, One Penny Halfpenny:

For Stones for building and other Articles herein-before classed therewith, Twopence Halfpenny *per* Ton *per* Mile:

For Sugar and other Articles herein-before classed therewith, *per* Ton *per* Mile Threepence:

For Cotton and other Articles herein-before classed therewith, *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, Sixpence *per* Mile, 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:

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

For One Ox, Cow, Bull, or Neat Cattle, Threepence *per* Mile; and for Two or Three Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, Twopence *per* Head *per* Mile; and for more than Three Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, One Penny Halfpenny *per* Head *per* Mile:

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

Restriction as to Charges not to apply to Special Trains.

37. 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.

Regulations as to the Tolls.

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

For Passengers, Animals, Articles, Matters, and Things conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

Provided always, that if the Railway hereby authorized shall be worked continuously with the *Deeside* Railway Extension and *Deeside* Railway, under the Powers to that Effect herein contained, Articles or Persons conveyed continuously for a less Distance than Four Miles upon the said Railways shall only be charged once as for Four entire Miles, in the same Manner as if the *Deeside* Railway Extension and *Deeside* Railway had formed Part of the Railway hereby authorized, anything in any of the Acts relating to the *Deeside* Railway Extension and *Deeside* Railway to the contrary notwithstanding:

For a fractional Part of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges in respect of Passengers as for an entire Mile; and in respect of Animals, Articles, Matters, and Things, according to the Number of Quarters of a Mile included in such fractional Part of a Mile, and if there be a Fraction of a Quarter

Quarter of a Mile such Fraction shall be deemed a Quarter of a 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, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Thirty Cubic Feet of Fir, 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 or greater Quantity.

Tolls for small Parcels and single Articles of great Weight.

39. 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 Tolls not exceeding the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds in Weight each,) on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence;

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence;

And for Parcels exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that 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 be less than Four Tons, the Company may demand such Sum as they think fit not exceeding Fourpence *per* Ton *per* Mile:

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 Com-

pany may demand such Sum as they think fit, not exceeding Sixpence *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, or which on account of the Length thereof may require more than One Carriage, the Company may demand such Sum as they think fit:

For any light Piece of Machinery or other Article requiring One whole Truck or more than One Truck the Company may Charge Sixpence *per* Truck *per* Mile.

Company may take increased Charges by Agreement.

40. 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.

Terminal Station.

41. No Station shall be considered 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.

Power to use Station at Aboyne.

42. It shall be lawful for the Company to run into and use for the Purposes of their Traffic the Station of the *Deeside* Railway Extension at *Aboyne* or *Charleston of Aboyne*, and the Rails in and connected with the said Station, and all Offices, Buildings, Platforms, Engine Sheds, Watering Places, Sidings, Works, and Conveniences upon or connected with the said Station, upon such Terms and Conditions as may be agreed upon between the Company and the Owners of the said Station, and in case of Difference as may be settled by Arbitration in the Manner herein-after provided.

Agreements in Schedule confirmed, and Power to renew Traffic Arrangements with Deeside Railway Company.

43. The Agreement (whereof a Copy is set forth in the Schedule to this Act) for the working of the Railway by the *Deeside* Railway Company is hereby confirmed; and on the Expiration of that Agreement it shall be lawful for the Company and the said *Deeside* Railway Company, subject to the Conditions and Provisions of Part III. of "The Railways Clauses Act, 1863," from Time to Time to make and carry into effect any Contracts and Agreements for any Term or Terms of Years, or in perpetuity, with respect to the following Purposes or any of them; (that is to say,)

First, the Maintenance, Management, running over, working, and Use by the *Deeside* Railway Company of all or any Part of the Railway,

Railway, and the Stations, Sidings, Watering Places, and other Works and Conveniences belonging thereto:

Second, the Regulation, Direction, and working by the *Deeside* Railway Company of all or any Part of the Traffic passing upon or over the Railway or any Part thereof:

Third, the Supply by the *Deeside* Railway Company of any Rolling or Working Stock to the Company:

Fourth, the Tolls, Rates, and Charges, or other Consideration to be charged in respect of such Traffic, and the fixing, Division, and Apportionment of such Tolls, Rates, and Charges, or other Consideration, or any of them:

Fifth, to appoint a Joint Committee or Committees to carry into effect such Contracts or Agreements.

Saving Rights of Deeside Railway Company.

44. Anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Deeside* Railway Company.

Interest not to be paid on Calls paid up.

45. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the 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.

Deposits for future Bills not to be paid out of the Company's Capital.

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

Railway not exempt from Provisions of present and future General Acts.

47. 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,

Parliament, of the maximum Rates of Fares and Charges, or of the Rates and Charges for small Parcels, authorized by this Act.

Expenses of Act.

48. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHE-

SCHEDULE TO ACT.

MINUTE OF AGREEMENT between the Deeside Railway Company on the First Part, and James Wright Stewart, Civil Engineer, Edinburgh, on behalf of the Promoters of the Aboyne and Braemar Company, on the Second Part.

WHEREAS a Bill is now depending before Parliament, promoted by the Parties hereto of the Second Part and others, entitled "A Bill for making "a Railway from the Deeside Railway Extension at Charleston of Aboyne to "the Castleton of Braemer, to be called the Aboyne and Braemar Railway :" And whereas, since the said Bill was introduced into Parliament, it has been deemed advisable to depart from the Portion of the Line between the Point marked Twelve and One Half Miles on the deposited Plans and the Castleton of Braemar, and to confine the Powers to be obtained from Parliament to the Remainder of the said Line : And whereas on that Footing the Parties hereto of the First Part are willing, subject to the Sanction of Parliament, to enter into the under-written Agreement for working the said intended Railway, if so limited, after the same has been constructed, in Terms of the under-written Agreement, and for which Purpose the necessary Powers are to be taken in the said Bill : Therefore the said Parties hereto have convenanted, contracted, and agreed, and do hereby covenant, contract, and agree as follows ; (that is to say,)

First. The Second Parties undertake, after their Act has been obtained, to make and construct the said restricted Line to be thereby authorized, at a Cost not exceeding Sixty-eight thousand Pounds, including every Expenditure connected with the applying for and obtaining the Act of Parliament, the Purchase of the necessary Lands, the Construction of the Line, and every Accommodation for conducting public Traffic, and to make the Line and Works thereof of a substantial and permanent Nature, and to the entire Satisfaction of the Engineer for the Time being of the Deeside Company, declaring that in the event of the Line not being constructed beyond Ballater the Cost thereof not to exceed Sixty thousand Pounds.

Second. After the Completion of the Line as above provided for, the Second Parties shall deliver over the same, completed and ready for working Traffic thereon, to the said First Parties, who in respect thereof, and of the Stipulation herein-after contained, bind themselves thereafter and during the Subsistence of this Agreement to work the Traffic of the said Line, and for that Purpose, and at their own Cost, to provide all Engines, Trucks, Carriages, Coke, and generally all the requisite Rolling Plant and Furnishings, and all Men necessary for running the Trains, and generally to provide the requisite Train Accommodation for the efficient working of the public Traffic of the said Line ; and the said First Parties further bind themselves to run such a Number of Trains per Day over the said intended Line, in connexion with those run upon their own Line, as will sufficiently accommodate the Requirements of the Traffic and the District, and as may be determined on by the Joint

Joint Committee herein-after appointed, the said Trains being not fewer than Two Trains per Day each Way for Eight Months in the Year, and Three Trains per Day each Way for Four Months in the Year.

Third. During the Subsistence of this Agreement the said intended Railway shall, when completed and delivered over to the said First Parties, be under the Control and Management of a Joint Committee of the Directors of the Companies of both Parties, consisting of Three Directors of each Company, and the said Line shall be worked to the Satisfaction of the said Joint Committee, which shall have the sole Power of fixing the Tolls and Duties to be charged upon the Traffic, and also the Number of Trains per Day to be run on the said Line, and the said Committee shall also exercise the Powers to be conferred upon them by the said Act of Parliament; but declaring that the Number of Trains to be run at any One Time or Times shall not exceed the Number run on the First Parties own Line to Aboyne; and in the event of the said Joint Committee being at any Time equally divided in Opinion the Matter or Matters in dispute shall be referred to Arbitration by them.

Fourth. The said Deeside Railway Company hereby undertake to work the said intended Railway, when completed and finished, with the Co-operation of the said Joint Committee, and shall keep up and maintain the same in good working Order during the Period of this Agreement, and leave it at the End thereof in the like good working Order, the Expense of Maintenance to be paid as after mentioned.

Fifth. The said First Party shall draw and collect the whole Revenue arising from the Traffic of the said Aboyne and Braemar Railway, and shall, under the Control and Superintendence of the said Joint Committee, pay and apply the same in the following Order of Ranking and Preference; viz., First, in the Maintenance of the said intended Line, Stations, Buildings, and Works, the Payment of all Taxes, Public Burdens, and other Annual Payments, Stationery, Advertisements, Books, Forms, Tickets, and other Furnishings, Salaries, Wages of Officers and Servants on the Line and at the Stations (except the Aboyne Station, the whole Expense in connexion with which, and the Employees thereat, is to be defrayed by the said First Parties out of the Revenues accruing from their own Line), and Insurance of Stations, and generally all Expenses incurred by the said First Parties, excepting the locomotive Power and other Rolling Plant and Furnishings mentioned in Article Second hereof, and all Wages in connexion therewith; second, in Payment of the Interest of all Monies which may be borrowed by the said intended Aboyne and Braemar Railway Company under the Powers of their Act; third, in Payment to the Ordinary Shareholders of the said intended Railway Company of a Dividend on their said Shares at the Rate of Four and a Half per Centum per Annum; fourth, after the said respective Payments are fully provided for and made, the surplus Revenue which may then remain shall be applied in the first place in Payment to the said First Parties of One Shilling per Mile per Train for working the said Line under this Agreement, and in the event of any Improvements being made in the Engines and mode of working, whereby a Reduction of Cost would be effected in the Expense from what Railways are worked at present, then a corresponding Reduction shall be made in the present Rate, conform to future Arrangements, to be made between the Two Companies, and any Balance of such surplus Revenue that may remain after Payment to the said First Parties for the Train Service shall be divided equally between the Two Companies.

Sixth.

Sixth. An Account of the Receipts and Proceeds to be drawn from the Traffic of the said Aboyne and Braemar Railway, and of Payments to be made under this Agreement, shall be kept, and made forthcoming to the said Aboyne and Braemar Company at such Times and Periods after the Commencement of the working of the said Railway under this Agreement as may be agreed upon by the said Joint Committee. And it is hereby further agreed, that after the Payments mentioned in Article First of Head Fifth hereof are made, a Sum out of the Proceeds to be drawn from the Traffic of the said Aboyne and Braemar Line shall be set aside and deposited in a Bank in Aberdeen, in an Account to be kept in the Name of the said Joint Committee, either weekly or monthly, as may hereafter be agreed upon by them, to meet the said Interest of borrowed Money as aforesaid, and the said Dividend to the Shareholders of the said Aboyne and Braemar Railway.

Seventh. This Agreement is to subsist for Ten Years from Date of opening.

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

Ninth. The before-mentioned Joint Committee shall consist of Six Members, Three to be from Time to Time appointed, and Vacancies in their Number to be supplied by the Parties of the First Part, Three to be in like Manner appointed by the Parties of the Second Part, and Three to be a Quorum of the said Joint Committee; the Proceedings of the Committee, subject to the Articles of this Agreement, to be subject to and governed by the same Regulations as are prescribed by the Act with respect to the general Body of the Directors of the Company.

Lastly. The several Parties agree to 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 Matter 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 the 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 upon this and the Two preceding Pages of stamped Paper by Donald Shaw, Clerk to H. and A. Inglis, Writers to the Signet, are subscribed as follows; viz., by John Duncan, Alexander Burnett Whyte, and Peter Laing Gordon, Three of the ordinary Directors, and on behalf of the said Deeside Railway Company, at Aberdeen, the Seventeenth Day of May Eighteen hundred and sixty-five, before these Witnesses, James Morgan, Accountant, and William Scott

Forrest,

Forrest, Clerk, both to the said Deeside Railway Company, and by the said James Wright Stewart, at Edinburgh, the Nineteenth Day of the said Month of May and Year last above written, before these Witnesses, John Kyle Lindsay, Solicitor Supreme Courts, and Robert Main, junior, Clerk to the said H. and A. Inglis.

JAMES MORGAN, Witness.
WM. S. FORREST, Witness.
JOHN K. LINDSAY, Witness.
ROBERT MAIN, junr., Witness.

JOHN DUNCAN, Director.
ALEX. B. WHYTE, Director.
P. L. GORDON, Director.
JAS. W. STEWART.

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