ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap.* cxi.

**An Act to authorize the *Scottish North-eastern* Railway Company to construct a Railway to connect their Railway with the *Great North of Scotland* Railway at *Aberdeen*; to confer Powers and Obligations on them, and on the *Great North of Scotland* Railway Company; and for other Purposes. [23d *June* 1864.]**

WHEREAS by "The *Scottish Northern Junction* Railway Act, 1862," "The *Scottish Northern Junction* Railway Company" was incorporated, and empowered to construct a Railway from the *Scottish North-eastern* Railway near *Limpet Mill* in the Parish of *Fetteresso* in the County of *Kincardine*, and terminating by a Junction with the *Great North of Scotland* Railway near the *Kintore* Station on that Railway in the Parish and Royal Burgh of *Kintore*, with Two Branches from the said intended Railway communicating with the *Deeside* Railway near *Peterculter*; And whereas the Object of the *Scottish Northern Junction* Railway was to provide a direct Communication between the *Scottish North-eastern* and the *Great North of Scotland* Railways, and to remove the Inconvenience arising from the Non-construction of the Portion of the *Great North*

25 & 26 Vict. c. lxxix.

*of Scotland* Railway through the *Denburn Valley* in *Aberdeen*, which was originally authorized as Part of that Railway, and formed a direct Communication between the *Scottish North-eastern* Railway in *Aberdeen* and the *Great North of Scotland* Railway at *Kittybrewster* North of *Aberdeen*: And whereas the *Scottish North-eastern* Railway Company were Joint Promoters with the *Scottish Northern Junction* Railway Company of the *Scottish Northern Junction* Railway, and by the *Scottish Northern* Junction Railway Act (Section 13) the *Scottish North-eastern* Railway Company were authorized to subscribe to and become Shareholders in the said Undertaking to any Extent not exceeding Ninety thousand Pounds, and to pay the same out of any Monies which they might be authorized to raise by a Bill then pending in Parliament, which passed into an Act, the Short Title of which is "The *Scottish North-eastern* Railway Amendment Act, 1862," whereby the said Company were authorized to raise a Share Capital of Three hundred and fifty thousand Pounds for the several Purposes therein mentioned, including the executing any Works or raising and paying any Subscriptions or Expenditure to be authorized by any other Act relating to the Company, or giving to the Company Power to subscribe to other Railways which might be passed in the then present Session of Parliament: And whereas by Section 40 of the *Scottish Northern Junction* Railway Act it was provided to the effect that if the *Great North of Scotland* Railway Company should in the then next Session of Parliament apply for and obtain an Act to authorize them at their own Cost to construct a Railway between their Railway at a Point not more than Two hundred Yards from the *Kittybrewster* Station, and a Point not more than Seven hundred Yards South of the South End of the Passenger Station at *Guild Street*, on the *Scottish North-eastern* Railway, through or in the Vicinity of the City of *Aberdeen*, then the *Scottish Northern Junction* Railway should not be constructed: And whereas, in compliance with the Provisions of the said Section 40, the *Great North of Scotland* Railway Company applied for and obtained

26 & 27 Vict. c. clxiv.

an Act called "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," whereby they were authorized at their own Expense to construct a Railway communicating by a Junction with their Railway near the *Kittybrewster* Station, and terminating by a Junction with the *Scottish North-eastern* Railway, near the South End of the Passenger Shed of the *Scottish North-eastern* Station in *Guild Street*, which said Junction Railway between those Points passed in a circuitous Route round the South and West Sides of the City of *Aberdeen*, and formed only an inconvenient Substitute for a direct Line of Railway through the City of *Aberdeen* by the *Denburn Valley*: And whereas by the said Act the *Great North of Scotland* Railway Company are authorized to raise by Shares the Sum of One hundred and thirty-five thousand Pounds for the Construction of the said Railway and Works: And whereas by Section 45 of the said Act it was

provided

provided to the effect that the Railway thereby authorized should not be constructed if, on the Application of the *Scottish North-eastern* Railway Company, an Act should be passed during the Year One thousand eight hundred and sixty-four for constructing and completing within Three Years from the passing thereof, but subject to the Conditions contained in the Schedule to that Act, of a Junction Railway commencing from and out of the *Scottish North-eastern* Railway at a Point thereon not more than Seven hundred Yards from the South End of the present Passenger Shed of the existing Station at *Guild Street*, and terminating by a Junction with the *Great North of Scotland* Railway at a Point thereon not more than Two hundred Yards to the Northward from the North End of the Passenger Shed of the *Kittybrewster* Station, nor more than One hundred Yards South of the South End of the said Passenger Shed, and in its Course passing up Part of the *Denburn Valley* and beyond within the Space shown by the broad Blue Line drawn upon a Plan of the City of *Aberdeen* therein referred to, with a Joint Passenger Station on the said Railway, to be constructed, with its Approaches from *Union Street*, *Guild Street*, *Wellington Road*, and other Streets, on the Site and substantially according to the Plan of Messieurs *Gibb* and *Willet* made in One thousand eight hundred and sixty-one, therein referred to as the Station Plan, by which Section it is provided that all the Provisions of that Act for raising additional Capital should remain in force and be exercised by the *Great North of Scotland* Railway Company to the Extent necessary for raising the Sum of One hundred and twenty-five thousand Pounds which that Company are by that Act required to contribute to the said substituted Line of Railway, which Line of Railway is therein-after referred to as the *Denburn Valley* Railway, and that such Sums should be paid and applied in the Manner directed in the Schedule to that Act: And whereas the Conditions contained in the Schedule to the said Act as the Conditions on which the *Denburn Valley* Railway is by the said 45th Section directed to be applied for by the *Scottish North-eastern* Railway Company in the Year One thousand eight hundred and sixty-four are set forth in the Schedule to this Act annexed: And whereas the *Scottish North-eastern* Railway Company (who are herein-after referred to as the Company) have given the proper Notices, and caused Plans to be prepared for the said *Denburn Valley* Railway, with a Joint Passenger Station thereon, and it is expedient that such Railway and Joint Passenger Station should be made by the Company, subject to the Conditions contained in the Schedule to this Act, instead of the Railway authorized by the *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863, and that the last-mentioned Railway should be abandoned, and that all necessary Powers for the several Purposes aforesaid should be conferred upon the *Scottish North-eastern* and *Great North of Scotland* Railway Companies respectively: And whereas it is expedient that

the *Scottish North-eastern* Railway Company should be authorized to raise and apply for the Purposes of the *Denburn Valley* Railway so much as may be necessary of the Sum of Three hundred and fifty thousand Pounds which by the "*Scottish North-eastern* Railway Amendment Act, 1862," the said Company were authorized to raise and apply towards the *Scottish Northern Junction* Railway, for which the said proposed *Denburn Valley* Railway is a Substitute: And whereas it is expedient that some of the Provisions of the several Acts of Parliament relating to the said Companies respectively should be repealed, altered, amended, and extended, and other Provisions made in lieu thereof, and that Powers should be given to enter into Arrangements with the *Deeside* Railway Company for the Use by that Company of the said Joint Passenger Station: And whereas Plans and Sections of the *Denburn Valley* Railway, and of the Joint Passenger Station thereon, showing the Lines and Levels of the said Railway, and the various Accesses to the said Station from *Union Street*, *Guild Street*, *Wellington Road*, and other Streets, with a Book of Reference to the said Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands and Houses through or upon which the said several Works will pass or be made, or which may be required for the Purposes of the said Undertaking or connected therewith, have been deposited with the Principal Sheriff Clerk of the County of *Aberdeen*: And whereas since the Deposit of the said Plans, Sections, and Book of Reference additional Plans, Sections, and Book of Reference have been deposited with the Principal Sheriff Clerk of the County of *Aberdeen*, showing a further Alteration of *Wellington Road*, an Alteration in the Line of the new Street or Access from *Union Street*; a new Street from *Windmill Brae* to that new Street, and a Foot Bridge over the intended Line of Railway in the Line of *Windmill Brae*, and other Works connected therewith: 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

**1.** This Act may be cited for any Purpose whatever as "The *Denburn Valley* Railway Act, 1864."

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

**2.** "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and "The Railways Clauses Act, 1863," except Parts 2, 4, and 5, and so much of Part 1 as relates to "Protection of Navigation," and is comprised in

in Sections 14 to 19 inclusive of the last-mentioned Act, shall be incorporated with and form Part of this Act.

Interpretation of Terms.

**3.** In this Act the several Words and Expressions herein-after mentioned shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company" means the *Scottish North-eastern* Railway Company:

The Expression "the *Great North* Company" means the *Great North of Scotland* Railway Company:

The Expression "the Railway" means the Railway by this Act authorized, and includes the Joint Passenger Station to be constructed thereon:

The Expression "Street Approaches" means the several Street or Road Approaches and Accesses to be constructed, altered, or diverted under this Act, and all Works incident thereto respectively:

The Expression "the deposited Plans, Sections, and Book of Reference," or any other Expression referring to the deposited Plans, Sections, and Book of Reference, either collectively or separately, means the original Plans, Sections, and Book of Reference as altered or enlarged by the additional Plans, Sections, and Book of Reference:

The Expression "the Station Plan" shall mean the Plan referred to in "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," as "the Station Plan."

Same Meanings in incorporated Acts as in this Act.

**4.** The several Words and Expressions in the Acts and Parts of Acts incorporated with this Act to which special Meanings are assigned in such Acts or Parts of Acts respectively shall in this Act have the Meanings so assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction.

Power to take Lands.

**5.** Subject to the Provisions in this Act and the incorporated Acts contained, the Company may from Time to Time enter upon, take, and use, and appropriate, for the Purposes of this Act or connected therewith, all or any of the Lands and Houses delineated on the said deposited Plans, and described in the said deposited Books of Reference.

Power to make Railway and Street Approaches according to deposited Plans.

**6.** It shall be lawful for the Company, subject to the Provisions in this Act and the incorporated Acts contained, and they are hereby required to make and maintain the Railway and Street Approaches herein-after described, with all proper Works connected therewith respectively, in the Lines and according to the Levels shown on the said

said Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use.

Describing Railway, Joint Station, Street Approaches, and Works.

**7.** The Railway, Street Approaches, and Works by this Act authorized and required to be made comprise the following; that is to say,

First. A Railway commencing from and out of the *Scottish North-eastern* Railway by a Junction therewith at a Point thereon about Four hundred and forty Yards South from the South End of the present Passenger Shed of the *Scottish North-eastern* Railway Company's Passenger Station at *Guild Street*, such Point being in the Parish of *Old Machar*, or in the Parish of *Saint Nicholas*, and the Division of said *Saint Nicholas* Parish called *Saint Clement*'s Parish in the City and Royal Burgh of *Aberdeen*, and passing thence in, through, or into the said Parishes of *Old Machar* and *Saint Nicholas*, or One of them, and also in, through, or into the said City and Royal Burgh, and the several Divisions of the said Parish of *Saint Nicholas* called *South* Parish, *West* Parish, and *Saint Clement*'s Parish, or some or One of them, and terminating by a Junction with the *Great North of Scotland* Railway at a Point thereon about One hundred and ten Yards to the Northward from the North End of the Passenger Shed of the *Kittybrewster* Station on that Railway, and in the said Parish of *Old Machar*, and all in the County of *Aberdeen*:

Second. A Joint Passenger Station, with all necessary Sidings, Accesses, and Works connected therewith, on the Site and substantially according to the Station Plan:

Third. An Extension of *Guild Street* commencing from the West End thereof in *Gas Street*, and terminating in *College Street* nearly opposite the Houses numbered 48 and 50 in that Street, in the Occupation of Dr. *Robert White* and others, all in the said Parishes of *Old Machar* and *Saint Nicholas*, and the Division of *Saint Nicholas* Parish called *South* Parish, all in the County of *Aberdeen*:

Fourth. An open Space or Access to the said Joint Passenger Station on the East, extending along the East Side of the said Joint Passenger Station, and from thence along the South Side of the proposed Extension of *Guild Street* to *Gas Street*, and also to *Guild Street* near the North-western Corner of the *Scottish North-eastern* Railway Passenger Station there, all in the said Parishes of *Old Machar* and *Saint Nicholas*, and the Divisions of *Saint Nicholas* Parish called *South* Parish and *St. Clement*'s Parish, all in the County of *Aberdeen*:

Fifth. An open Space or Access to the said Joint Passenger Station on the West, extending from the West Side thereof to

*College*

*College Street*, and from the North Side of *Marywell Street* to the Point opposite the Houses in *College Street* numbered 48 and 50, in the Occupation of Dr. *Robert White* and others, where the proposed Extension of *Guild Street* enters *College Street* aforesaid, all in the said Parish of *Old Machar* and County of *Aberdeen*:

Sixth. A Diversion of *Wellington Road* commencing out of that Road at or near the East End of *Affleck Street*, and terminating in *Marywell Street* at or near the North End of *South College Street*, with an Alteration of the Level of *Wellington Road* from the Commencement of the said Diversion at *Affleck Street* to a Point on the said Road distant 380 Feet Southward from the East End of *Affleck Street*, and also an Alteration of the Level of *Affleck Street* at the Junction thereof with the said Road when altered, all in the said Parish of *Old Machar* and County of *Aberdeen*:

Seventh. A new Street or Access from *Union Street* to the said Joint Passenger Station commencing out of the South Side of *Union Street* opposite the South End of *Union Terrace*, and terminating in *College Street* nearly opposite the West End of the proposed Extension of *Guild Street*, all in the said Parish of *Old Machar* and County of *Aberdeen*:

Eighth. A Foot Bridge over the Railway in the Line of *Windmill Brae* commencing in *Windmill Brae* at or near the West Side of the *Denburn* in the Parish of *Old Machar*, and terminating in *Windmill Brae* at the Point where the same is intersected by *College Street* in the Parish of *Old Machar*, all in the County of *Aberdeen*:

Ninth. A new Street or Approach from *Windmill Brae* into the said new Street or Access from *Union Street* commencing on the South Side of *Windmill Brae* opposite the House in the Occupation of *George Nicol* and others on the North Side thereof, and proceeding thence in a curved Line to and terminating in the said new Street or Access on or adjoining the Property numbered 142, in the Parish of *Old Machar*, on the deposited Plans, all in the said Parish of *Old Machar*:

Tenth. An Extension nearly in a direct Line Northwards of *Gas Street* from the North End of that Street to and terminating in *Carmelite Street*, all in the said Parish of *Saint Nicholas* and Division thereof called *South* Parish and County of *Aberdeen*:

Eleventh. An Extension of *Renny's Wind* Southward from a Point in said Street commencing at the East Corner of *Alexander Hadden* and Sons Works to the North Side of *Carmelite Street*, nearly opposite the Northern Termination of the proposed Extension of *Gas Street*, and also opposite the House numbered 19 on the South Side of *Carmelite Street*, all in the said Parish of

of *Saint Nicholas* and Division thereof called *South* Parish and County of *Aberdeen:*

Twelfth. A Diversion of the Road along the East Side of the *Denburn* from *Windmill Brae* or the *Green* to *Spa Street* commencing at a Point on said Road about One hundred and thirty Yards North of the North Side of *Union Bridge*, proceeding Northward to *Mutton Brae*, then crossing the proposed Railway and running Westward in Line of said *Mutton Brae*, and terminating on the said Road about Seventy Yards South of the South Side of *Skene Street*, all in the said Parish of *Saint Nicholas* and Division thereof called *South* Parish and County of *Aberdeen:*

Thirteenth. All Stations, Sidings, Approaches, and other Works of every kind necessary for or to be used in connexion with said Railway, Joint Passenger Station, Street, Approaches, and other Works in the several Parishes aforesaid, or some or one of them.

Directing Construction of Foot Bridge.

**8.** In order to prevent the Foot Bridge being constructed so as to interfere with the Construction, Maintenance, or Use of the Joint Passenger Station, or the Approaches thereto, or Sidings connected therewith, the said Foot Bridge shall be made and maintained to the Satisfaction of the Joint Committee or their Arbitrator.

Power to make lateral Deviations within Limits shown on Plan.

**9.** Notwithstanding anything contained in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," to the contrary, it shall be lawful for the Company in making any Part of the Railway between *Union Street* Bridge and the Junction with the *Scottish North-eastern* Railway, and also in laying out and constructing the Joint Passenger Station, to deviate from the Line or Lines thereof respectively delineated on the said Plan to any Extent within the Limits of Deviation defined upon the said Plan which may be agreed upon between the Company and the *Great North* Company, and testified in Writing under their respective Common Seals.

As to Inclination of certain Roads.

**10.** In carrying the following Roads in the Parishes herein-after named over or under the Railway, the Company may alter the Levels of such Roads respectively to such Extent as they may think fit, but so as not to exceed the respective Rates of Inclination herein-after specified; (that is to say,)

| Parish. | Name or Description of Road. | Number on Plan. | Rate of Inclination. |
|---|---|---|---|
| St. Nicholas, South Parish | Denburn Road - | 84 | 1 in 18 on one Side, and 1 in 23 on the other Side. |
| ,, | Mutton Brae - | 97 | 1 in 7. |

**11.** The

As to Construction of Tunnel near the Infirmary.

**11.** The Tunnel adjoining the Buildings of the Infirmary of *Aberdeen* in *Woolmanhill* shall be constructed as far from the Buildings of the said Infirmary as the Limits of Deviation laid down on the deposited Plans will admit of, and in the most substantial and approved Manner, and, if required by the President and Managers of the said Infirmary, to the Satisfaction of an independent Engineer to be appointed for the Purpose by the Board of Trade; and the Company shall also at their own Expense repave, with Wood or otherwise, to the reasonable Satisfaction of the said President and Managers, that Part of the Street called *Woolmanhill* adjoining the said Infirmary on the East Side thereof.

Mode of laying Rails in Tunnel.

**12.** The Rails of the Railway shall be laid in the Tunnel adjoining the Buildings of the said Infirmary of *Aberdeen*, and shall thenceforth be maintained on longitudinal Wooden Sleepers without any Iron or other Metal between the Rails and the Sleepers, and so as to lessen as much as may be the Noise occasioned by the Use of the Railway, or, if required by the President and Managers of the said Infirmary, the Rails shall be laid in the Tunnel adjoining the Buildings of the said Infirmary in such a Way as shall be directed by an independent Engineer appointed for the Purpose by the Board of Trade: Provided always, that from Time to Time the Company working that Part of the Line may alter the Mode of laying the Rails at the Place last mentioned if and when by so doing they can lessen the Noise so occasioned.

Regulating the sounding of Steam Whistle at Tunnel.

**13.** The Steam Whistle of any Locomotive Engine upon the Railway shall never be sounded when entering or leaving the said Tunnel without the previous Consent of the President and Managers of the Infirmary of *Aberdeen*; and if and whenever any such Whistle is, except only for the Prevention of inevitable Accident, sounded when entering or leaving the said Tunnel, the Driver of the Engine shall for every such Offence forfeit not exceeding Forty Shillings.

Certain Roads may be stopped up.

**14.** It shall be lawful for the Company permanently to stop up, alter, or divert the several Public, Accommodation, and other Roads and Parts of Roads herein-after mentioned; that is to say, *Wellington Road* from the East End of *Affleck Street* to *Lower Dee Street*, *Marywell Street* from the North End of *South College Street* to *Wellington Road*, *Lower Dee Street* from the North End of *Wellington Road* to *Wapping Street*, the whole of *Wapping Street*, the whole of *Trinity Street*, the whole of *Gas Lane*, the whole of *Gas Street*, *Renny's Wynd* from *Wapping Street* to the Commencement of the proposed Extension of said Wynd to *Carmelite Street*, the Portion of *Carmelite Street* between *Trinity Street* and the proposed Extension of *Gas Street* where it enters *Carmelite Street*, the whole of

*Lower Denburn*, *Carmelite Lane* from its Junction with *Trinity Street* to a Point about Fifteen Yards North of the South End of *Carmelite Lane*, the Portion of *Windmill Brae* from the North End of *College Street* to the Green, the Road on the East Side of the *Denburn* from *Windmill Brae* or the Green to *Spa Street* from a Point on the said Road about One hundred and thirty Yards North of the North Side of *Union Bridge* to a Point on said Road about Seventy Yards South from the South Side of *Skene Street*.

Company may use or sell the Sites of Streets, &c. stopped up or diverted, and Provision for Repair of new Streets, &c.

**15.** It shall be lawful for the Company to use for the Purposes of the Works by this Act authorized, or to sell, the Site of any Street, Road, or Way which or any Part of which may be permanently stopped up or diverted or altered for the Purposes of this Act; and any new Portion of Street or Road, or any Portion of any Street or Road diverted or altered for the Purposes of this Act, shall, after the same shall have been completed and opened for public Traffic, be repaired by the Parishes, Districts, Commissioners, Bodies, or Persons by whom such Street or Road, or the Street, Road, or Way of which the same is a Continuation, was repairable before the Alteration or Formation thereof, and any Rates under the Control of such Parishes, Districts, Commissioners, Bodies, or Persons which were legally liable to the Repairs of the original Street or Road may be legally applied to the Repair of the altered or new Portion thereof; and the Parishes, Districts, or Commissioners, Bodies or Persons, hereby made liable for such Repair and Maintenance, shall hereafter be exempt from all Liability to repair the Streets, Roads, Ways, or Parts thereof so stopped up or altered, or the Sites thereof used for the Purposes of the Company.

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

**17.** The Railway and Street Approaches shall be completed within Three Years from the passing of this Act, and on the Expiration of such Three Years the Powers by this Act granted to the Company for making the Railway, Joint Passenger Station, and Street Approaches, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as shall then be completed.

Lands for extraordinary Purposes.

**18.** It shall be lawful for the Company to purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," any Quantity of Land not exceeding One Acre, in addition to the Land which they are by this Act authorized to acquire compulsorily for such Purposes.

**19.** If

Penalty if Line not completed.

**19.** If the Railway, Joint Passenger Station, and Street Approaches shall not be completed and opened for public Traffic at the Period herein-before prescribed, the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Railway, Joint Passenger Station, and Street Approaches shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railway by unforeseen Accident, or by Circumstances beyond their Control, (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence,) the Company shall not be liable to the Payment of the said Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Regulations as to Construction, Ownership, &c. of Railway and Station.

**20.** With respect to the Construction, Ownership, and Maintenance of the Railway and of the Joint Passenger Station, and the Contribution to the Costs and Expenses thereof, and with respect to the other Matters herein-after provided for, and in compliance with the Conditions contained in the Schedule to "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," be it enacted as follows:

The Plan of the Joint Passenger Station shall be determined by the Joint Committee to be appointed as provided by this Act, or by the Arbitrator to be appointed by such Joint Committee:

The Railway and Joint Passenger Station shall be constructed by the Company to the Satisfaction of the Joint Committee or their Arbitrator:

The Joint Passenger Station shall be jointly and equally the Property of the Company and of the *Great North* Company:

The Portion of the Railway from the North End of the Joint Passenger Station to the Junction of the said Railway with the *Great North of Scotland* Railway at or near *Kittybrewster* shall be the Property of the *Great North* Company, and be maintained by that Company, and the Portion of the Railway from the South End of the Joint Passenger Station to the Junction of the said Railway with the *Scottish North-eastern* Railway shall be the Property of the Company, and be maintained by them:

The Lines from the Centre of the Station to the Junction of the *Great North of Scotland* Railway shall, for the Purposes of Tolls, Rates, and Charges, be deemed Part of the *Great North of Scotland* Railway; and the Lines from the Centre of the Station to the *Scottish North-eastern* Railway shall, for the Purposes

poses of Tolls, Rates, and Charges, be deemed Part of the *Scottish North-eastern* Railway:

Neither Company shall have the Use of the Joint Passenger Station, or of any Part of the Railway, until the whole of the said Railway and Joint Passenger Station shall have been completed, and be open for the Use of both the said Companies:

The Land and Property required for the Railway and the Joint Passenger Station thereon, and the Street Approaches and Accesses thereto, shall be purchased by and be vested in the Company in trust for the Purposes aforesaid; and any Portions of Land and Property acquired by them, and not required for the Purposes of the Railway, Joint Passenger Station, Street Approaches, and Accesses as actually constructed, shall belong to the Company:

The *Great North* Company shall contribute and pay to the Company the Sum of One hundred and twenty-five thousand Pounds towards the Purchase of Lands for and the Construction and Completion of the said Railway, and of the Joint Passenger Station thereon:

The Joint Passenger Station, when made, shall be under the Control and Management of the Joint Committee:

Each of the said Companies shall be entitled to the free Use of the Joint Passenger Station for through and local Passenger Traffic, and, in proportion to their Traffic, to an equal Amount of Accommodation therein, and the said Companies shall abandon the Use of their *Waterloo* and *Guild Street* Stations for all through and local Passenger Traffic, except as to the *Guild Street* Passenger Station, so far and so long as the *Deeside* Railway Company may be entitled to use the same Station under their existing Agreement for that Purpose, but with full Liberty for that Company to go into and use the said Joint Passenger Station upon such Terms as may be agreed upon between the *Deeside* Railway Company and the Joint Committee, or, in case of Difference, by an Arbitrator to be appointed by the Board of Trade:

If the *Deeside* Railway Company elect to use the said Joint Passenger Station, the yearly Sum payable by them for Passenger Station Accommodation shall be divided or applied as the Joint Committee, or their Arbitrator in case of Difference between the Companies as to the Division thereof, shall direct:

The Company shall not be entitled to run over or use any Portion of the Railway between the Joint Passenger Station and the *Great North of Scotland* Railway at *Kittybrewster*, and in like Manner the *Great North* Company shall not be entitled to run over or use any Portion of the said Railway between the Joint Passenger

Passenger Station and the Junction of the said Railway with the *Scottish North-eastern* Railway:

The Tolls and Rates charged by the said Companies respectively for the Use of their respective Portions of the Railway, and for the Use of the said Joint Passenger Station, and other Revenue arising therefrom, shall be paid over to the Joint Committee monthly, subject to a Deduction of Forty *per Centum* for Working Expenses:

The Sums so paid to the Joint Committee shall be deemed Profits, and shall be divided into Four equal Parts, and Three of such Four Parts shall be paid to the *Great North* Company, and the remaining Fourth Part thereof to the Company:

The Sum of One hundred and twenty-five thousand Pounds payable by the *Great North* Company to the Company shall be paid as follows:

When the Company shall have paid any Monies on account of the Expenses of purchasing Property for or of making the Railway and Joint Passenger Station, the Payments from the *Great North* Company shall commence, and they shall thereafter, on Demand, pay to the Company Two equal Third Parts of the Sum which they shall then have paid on account of such Expenses, the Amount thereof to be certified by the Secretary of the Joint Committee or their Arbitrator; and after such First Payment the *Great North* Company shall, on the First Day of every Month thereafter, pay to the Company Two equal Third Parts of the additional Sums actually paid by the Company during the preceding Month on account of such Expenses on such Certificate as aforesaid, which Certificate shall in every Case be conclusive Evidence of the Matters therein contained; and such monthly Payments shall be continued until the *Great North* Company shall thereby or otherwise have paid the whole of the said Sum of One hundred and twenty-five thousand Pounds, when such Payments shall cease:

When the Railway and the Joint Passenger Station shall have been completed, if the Sums then paid by the *Great North* Company to the Company by such Payments as aforesaid shall not amount to One hundred and twenty-five thousand Pounds, then the Sum requisite to make up the said Sum of One hundred and twenty-five thousand Pounds shall be immediately paid by the *Great North* Company to the Company:

If either of the said Companies fail to appoint Directors on their Part as Members of the Joint Committee, the Members of such Committee appointed by the other Company may exercise all

the Powers for the Time being vested in the Joint Committee until the Appointment by the other Company shall be made:

The annual Expenses of the Joint Committee, and Expenses attending the Maintenance, general Management, Regulation, and Control of the said Joint Passenger Station, shall be paid by the said Companies as the Joint Committee or the Arbitrator shall from Time to Time direct, according and in proportion to the Use made of the same by those Companies respectively, and such Payments shall be made by the said Companies respectively at such Times as the said Committee or their Arbitrator may direct:

The Expression "Joint Passenger Station" or "Station" in this Enactment means the Joint Passenger Station, the Railway through the same, and the Sidings, Accesses, and Works extending for Two hundred Yards on each Side of the Passenger Shed of the Joint Passenger Station.

For Recovery of Sums payable by Great North Company under this Act.

**21.** All Sums of Money which under this Act are directed to be paid or are payable to the Company by the *Great North* Company shall, from and after the Time specified for the Payment thereof, be Debts due by the *Great North* Company to the Company, and be recoverable as such; and, in addition to other Remedies, the Powers and Provisions contained in Sections 56 and 57 of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Recovery of Interest or Arrears of Interest due on Mortgages and Bonds, shall be applicable to the Recovery of such Debts, and when the Amount of such Debts exceeds Two thousand Pounds it shall be lawful for the Company to enforce the Payment thereof by the Appointment of a Judicial Factor; and every such Debt, of whatever Amount, shall bear Interest from the Time specified for the Payment thereof, and all legal Diligence and Execution may be used or issued against the Property of the *Great North* Company for Payment thereof, and that whether the *Great North* Company shall or shall not have raised the said Sum of One hundred and twenty-five thousand Pounds.

Appointment of Joint Committee.

**22.** Subject to the Provisions of this Act, the Maintenance, Management, Regulation, and Control of the Joint Passenger Station, and the Appropriation thereof, and of the Sidings, Sheds, Offices, and Buildings therein, and all other Matters incident to the said Station, including the Power to appoint, suspend, and dismiss the Superintendents and other Officers and Servants required for the said Station, and the making, Alteration, and enforcing of Byelaws, Rules, and Regulations for the Management of the said Station, and the Government of the said Officers and Servants, shall, in compliance with the Conditions contained in the Schedule to "The *Great North of Scotland*

*land* Railway (*Aberdeen* Junction) Act, 1863," be vested in a Joint Committee of Six Persons, to be called "the Joint Committee," which Committee shall, in compliance with the said Conditions, be constituted and shall act in the Manner herein-after mentioned; (that is to say,)

Within Three Months after the passing of this Act the Board of Directors of the Company shall nominate and appoint Three Directors of that Company, and the Board of Directors of the *Great North* Company shall nominate and appoint Three Directors of that Company, and the Six Persons so appointed shall be the Members forming the said Committee:

The said Members so nominated and appointed shall remain in Office until the First Day of *April* in the following Year, and thereafter until the Appointment of their Successors as next herein-after provided:

At a Meeting to be held in the said Month of *April*, and in the same Month in each successive Year, the Board of Directors of each of the said Companies shall nominate and appoint a like Number of Directors of each Company to succeed the Members of the Joint Committee then in Office, but the retiring Members, if and so long as they shall respectively continue to be Directors, shall be re-eligible:

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

If during the Period for which any Member of the Joint Committee shall have been appointed he shall die, resign, or cease to be a Director of the Company for which he was appointed, or by reason of Ill-health, or Absence from *Great Britain*, or from any other Cause, shall become and continue to be unable or unwilling to act, the Board of Directors by whom such Person shall have been appointed shall thereupon appoint another Person in his Place, but the Acts and Proceedings of the Joint Committee shall be valid notwithstanding any Delay in making such Appointment:

Immediately after the first and each succeeding annual Appointment of the Joint Committee, and ultimately in the Case of a Vacancy in the Office of Chairman of such Committee, the said Committee shall nominate One of their Members to be Chairman, and if the Committee cannot agree in such Nomination the Question shall be decided by Ballot:

Provided always, that the Chairman shall be elected alternately from the Members representing each of the said Companies, but the

the First Chairman of the Committee shall be a Director of the *Great North* Company:

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

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

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

Every Member of the Joint Committee appointed by the Boards of Directors of the said Two Companies respectively shall be entitled at each Meeting of the Joint Committee to One Vote:

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

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

shall, on the Requisition of either of the said Two Companies, be from Time to Time appointed by the Board of Trade:

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

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

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

For the Purposes of this Act, and in any Matter connected with or arising out of the same, the Joint Committee may sue and be sued in the Name of their Secretary or Clerk.

As to Tolls on Railway and Station.

**23.** The *Great North* Company may, in the Manner authorized by their Acts of Parliament, demand and receive for and in respect of their Portion of the Railway and Joint Passenger Station the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, and be subject to the like Restrictions as if this Portion of the Railway and Joint Passenger Station had been Part of the *Great North of Scotland* Railway made subject to the Provisions of "The *Great North of Scotland* Railway Consolidation Act, 1859," and in like Manner the Company may, in the Manner authorized by "The *Aberdeen* Railway Act, 1845," demand and receive for and in respect of their Portion of the Railway and Joint Passenger Station the same Tolls and Charges as they are now authorized to receive in respect of the Portion of their Undertaking authorized by "The *Aberdeen* Railway Act, 1845," and be subject to the like Restrictions as if this Portion of the Railway and Joint Passenger Station had been Part of the *Scottish North-eastern* Railway authorized by "The *Aberdeen* Railway Act, 1845:" Provided always, that such Tolls and Charges respectively shall be computed according to the actual Length of the Portions of the Railway hereby authorized belonging to the Companies respectively, measuring from the Centre of the Joint Passenger Station as aforesaid.

The Great North Company and the Company to

**24.** The *Great North* Company shall and they are hereby required to book through, receive, and forward over the Railway, or any Part thereof, all Passengers, Goods, Animals, and other Traffic from and to

book through and afford mutual Facilities.

to the *Scottish North-eastern* Railway, and to afford all necessary Facilities for the Passage and Transmission of such Traffic upon, over, along, and from the said Railway, or any Part thereof, and the Lines of Railway of the *Great North* Company connected therewith, and in like Manner the Company shall and they are hereby required to book through, receive, and forward over their Railway, or any Part thereof, all Passengers, Goods, Animals, and other Traffic to and from the Railway by this Act authorized and the Railways of the *Great North* Company, and to afford all necessary Facilities for the Passage and Transmission of such Traffic upon, over, along, and from the *Scottish North-eastern* Railway or any Part thereof.

The Companies to apply certain Sums to Purposes of this Act.

**25.** Whereas the estimated Expense of constructing the Railway, Joint Passenger Station, Street Approaches, and other Works to be executed under this Act is One hundred and ninety-five thousand Pounds, and the Proportion thereof to be paid by the Company is Seventy thousand Pounds, and the Portion thereof to be paid by the *Great North* Company, in compliance with the Conditions contained in the Schedule to "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," is One hundred and twenty-five thousand Pounds: Therefore the Company shall and they are hereby required and authorized to apply the Sum of Seventy thousand Pounds in carrying the Objects and Purposes of this Act into execution, and the *Great North* Company shall and they are hereby required, in compliance with the said Conditions, to apply the Sum of One hundred and twenty-five thousand Pounds in carrying the Objects and Purposes of this Act into execution: Provided always, that if the Cost of constructing the Railway, Joint Passenger Station, Street Approaches, and other Works shall exceed the before-mentioned Sum of One hundred and ninety-five thousand Pounds, the Excess shall be borne and paid by the Company out of any Monies belonging to them or under their Control, and not required for the Purposes of their own Undertakings, and, if necessary, by applying to Parliament for Power to raise additional Capital.

Company to raise their Contribution of 70,000*l.* and other Sums.

**26.** And whereas in the Events which have happened the Company were required by "The *Scottish Northern Junction* Railway Act, 1862," to pay, and they have paid, all the Costs, Charges, and Expenses of and incident to the applying for and obtaining that Act, which Expenses are properly payable out of the Sum of Ninety thousand Pounds which by "The *Scottish North-eastern* Railway Amendment Act, 1862," they were authorized to subscribe to the *Scottish Northern Junction* Railway, and in furtherance of the Objects of that Act they have also expended a large Sum of Money in obtaining the Powers contained in Section 45 of "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863:" And whereas the

the Sums so expended amount together to the Sum of Ten thousand Pounds or thereabouts: And whereas the Change of Station and other Matters incident thereto will subject the Company to other Expenses, for which Provision should be made out of the said Sum of Ninety thousand Pounds, and it is necessary and expedient that the Company should be authorized to apply a further Sum of Ten thousand Pounds for such incidental Purposes, which before-mentioned Sums of Ten thousand Pounds and Ten thousand Pounds, and the Sum of Seventy thousand Pounds, the Company's Portion of the estimated Cost of the said intended Railway and Joint Passenger Station, make together the Sum of Ninety thousand Pounds: Therefore the Company shall and they are hereby required to raise the said Sum of Ninety thousand Pounds as Part of the Sum of Three hundred and fifty thousand Pounds which they are by "The *Scottish North-eastern* Railway Amendment Act, 1862," authorized to raise and to apply for the Purposes of the *Scottish Northern Junction* Railway, and the said Sum of Ninety thousand Pounds shall be raised in the same Manner as if the same had, by the said first-mentioned Act, been authorized to be subscribed and applied to the Railway hereby authorized instead of to the *Scottish Northern Junction* Railway.

Great North Company to provide their Contribution of 125,000*l.*

**27.** The *Great North* Company shall and they are hereby required, in compliance with the Direction contained in the Proviso to Section 45 of "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," to raise the Sum of One hundred and twenty-five thousand Pounds thereby directed to be raised for the Purposes of this Act, and to apply the same or any other Monies belonging to them or under their Control, and which may not be required for the Purposes of their Undertakings, for those Purposes, and the said Sum of One hundred and twenty-five thousand Pounds so directed to be raised, or some other Monies to the like Amount belonging to the *Great North* Company, shall be applied by the *Great North* Company in the Manner and for the Purposes directed and authorized by that Act and this Act.

Part of 26 & 27 Vict. c. clxiv. repealed.

**28.** On the passing of this Act "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," except the several Sections thereof numbered respectively 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 41, 43, 44, 45, 46, 48, 49, and 50, shall be and the same is hereby repealed, and the Railway thereby authorized shall not be made.

Power to Great North Company to borrow Money

**29.** In lieu of the Power to borrow Forty-five thousand Pounds conferred by "The *Great North of Scotland* Railway (*Aberdeen* Junction) Act, 1863," and which Power is repealed by this Act, the *Great North* Company may from Time to Time under the Powers of

herein described.

of this Act borrow on Mortgage, beyond the Sum now authorized to be borrowed by them, any additional Sum of Money not exceeding Forty-one thousand six hundred Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital of One hundred and twenty-five thousand Pounds by this Act authorized, and required to be raised by the *Great North* Company by new Shares, is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the *Great North* Company shall prove to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, and that all the new Shares have been issued, and Twenty *per Centum* at least paid up on each separate Share, of which Proofs having been given the Certificate of such Sheriff under that Section shall be sufficient Evidence.

As to Priority of existing Mortgages.

**30.** Provided always, That all Mortgages granted by the *Great North* Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act.

Sect. 31. of 16 & 17 Vict. c. ci. repealed.

**31.** On the passing of this Act Section Thirty-one of "The *Aberdeen* Railway Act, 1853," shall be and the same is hereby repealed.

Interest not to be paid on Calls paid up.

**32.** It shall not be lawful for the Company, out of any Money by this Act or by 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 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.

The Company, the Great North Company, and the Deeside Railway Company, to book through and

**33.** The Company and the *Great North* Company shall and they are hereby respectively required to book through, receive, and forward over their Railways, or any Part thereof, all Passengers, Goods, Animals, and other Traffic from and to the *Deeside* Railway, and to afford all necessary Facilities for the Passage and Transmission of such Traffic upon, over, along, and from any of the Railways of the Company or of the *Great North* Company; and in like Manner the *Deeside*

*Deeside* Railway Company shall and they are hereby required to book through, receive, and forward over their Railway, or any Part thereof, all Passengers, Goods, Animals, and other Traffic to and from the Railways of the Company or of the *Great North* Company, and to afford all necessary Facilities for the Passage and Transmission of such Traffic upon, over, along, and from the *Scottish North-eastern* Railway and the *Great North of Scotland* Railway, or any Part of these respective Railways: Provided always, that nothing in this Enactment shall prejudice or affect the existing Agreement between the *Deeside* Railway Company and the *Aberdeen* (now *Scottish North-eastern*) Railway Company. afford mutual Facilities.

**34.** Nothing in this Act shall hinder or prevent the *Deeside* Railway Company from using their Goods Station at *Aberdeen*, or having Access to such Station over the *Scottish North-eastern* Railway upon the Terms provided for by their existing Agreement. Deeside Goods Station not to be interfered with.

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

**36.** 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 or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels. Railway, &c. not exempt from Provisions of present and future General Railway Acts.

**37.** All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company. Expenses of Act.

# SCHEDULE.

## Copy of Schedule to "The Great North of Scotland Railway (Aberdeen Junction) Act, 1863."

### Conditions on which the Denburn Valley Railway is to be applied for by the Scottish North-eastern Railway Company in the next Session of Parliament.

The Denburn Valley Railway shall be made by the Scottish North-eastern Railway Company as a double Line of Railway within the Limits delineated on the Plan of the City of Aberdeen before referred to, and the Joint Passenger Station and its Approaches shall also, unless otherwise agreed by both Companies, be made on the Site and substantially according to the Station Plan before referred to.

The Line as to Gradients and Curves shall not be inferior to those of the Railway authorized by this Act, and the whole Works of the Line and Station shall be of a substantial and permanent Character.

The Plan of the Joint Passenger Station shall be determined by a Joint Committee of Six, to be appointed by the Directors of the Two Companies, or by the Arbitrator of such Joint Committee, to be appointed in the same Manner as in this Act provided with respect to the Joint Committee in relation to the Joint Passenger Station to be constructed on the Railway authorized by this Act.

The Railway and Station shall be constructed by the Scottish North-eastern Railway Company to the Satisfaction of the Joint Committee or their Arbitrator.

The Joint Passenger Station shall be jointly and equally the Property of the Scottish North-eastern Railway Company and of the Company.

The Portion of the Denburn Valley Railway from the North End of the Joint Passenger Station to the Junction of the said Railway with the Great North of Scotland Railway at or near Kittybrewster shall be the Property of the Company, and the Portion of the Denburn Valley Railway from the South End of the Joint Passenger Station to the Junction of the said Railway with the Scottish North-eastern Railway shall be the Property of the Scottish North-eastern Railway Company.

The Lines from the Centre of the Station to the Junction with the Great North of Scotland Railway shall, for the Purposes of Tolls, be deemed Part of the Great North of Scotland Railway, and shall be maintained by the Great North of Scotland Railway Company; and the Lines from the Centre of the Station to the Scottish North-eastern Railway shall, for the Purposes of Tolls, be

be deemed Part of the Scottish North-eastern Railway, and shall be maintained by the Scottish North-eastern Railway Company.

Neither Company shall have the Use of the Joint Passenger Station, or of any Part of the Railway, until the whole of the said Railway and Joint Passenger Station shall have been completed, and be open for the Use of both the said Companies.

The Land and Property required for the Denburn Valley Railway and the Joint Passenger Station thereon, and the Accesses thereto, shall be purchased by and be vested in the Scottish North-eastern Railway Company in trust for the Purposes aforesaid, and any Portions of Land and Property acquired by them, and not required for the Purposes of the Railway and Joint Passenger Station as actually constructed, shall belong to that Company.

The Company shall contribute and pay to the Scottish North-eastern Railway Company the Sum of One hundred and twenty-five thousand Pounds towards the Purchase of Lands for and the Construction and Completion of the said Railway, and of the Joint Passenger Station thereon; and if the Consent of a Wharncliffe Meeting of the Company to the said Bill be necessary, they shall use their best Endeavours to obtain the same, and do every other Act necessary on their Part for passing the said Bill.

The Joint Passenger Station when made shall be under the Control and Management of the Joint Committee.

Each of the said Companies shall be entitled to the free Use of the Joint Passenger Station for through and local Passenger Traffic, and in proportion to their Traffic to an equal Amount of Accommodation therein; and the said Companies shall abandon the Use of their Waterloo and Guild Street Stations for all through and local Passenger Traffic, except as to the Guild Street Passenger Station, so far and so long as the Deeside Railway Company may be entitled to use the same Station under their existing Agreement for that Purpose, but with full Liberty for that Company to go into and use the said Joint Passenger Station upon such Terms as may be settled by the Joint Committee or their Arbitrator.

If the Deeside Railway Company elect to use the said Joint Passenger Station, the yearly Sum payable by them for Passenger Station Accommodation shall be divided or applied as the Joint Committee or their Arbitrator, in case of Difference between the Companies as to the Division thereof, shall direct.

The Scottish North-eastern Railway Company shall not be entitled to run over or use any Portion of the Railway between the Joint Passenger Station and the Great North of Scotland Railway at Kittybrewster, and in like Manner the Company shall not be entitled to run over or use any Portion of the said Railway between the Joint Passenger Station and the Junction of the said Railway with the Scottish North-eastern Railway.

The Tolls and Rates charged by the said Companies respectively for the Use of their respective Portions of the Denburn Valley Railway, and for the Use of the said Joint Passenger Station, and other Revenue arising therefrom, shall be paid over to the Joint Committee monthly, subject to a Deduction of Forty per Centum for Working Expenses.

The Sums so paid to the Joint Committee shall be deemed Profits, and shall be divided into Four equal Parts, and Three of such Four Parts shall be paid to the Company, and the remaining Fourth Part thereof to the Scottish North-eastern Railway Company.

The Sum of One hundred and twenty-five thousand Pounds payable by the Company to the Scottish North-eastern Railway Company shall be paid as follows:

When the Scottish North-eastern Railway Company shall have paid any Monies on account of the Expenses of making the said Denburn Valley Railway and Joint Passenger Station, the Payments from the Company shall commence, and they shall thereafter, on Demand, pay to the said Scottish North-eastern Railway Company Two equal Third Parts of the Sum which they shall then have paid on account of such Expenses, the Amount thereof to be certified by the Secretary of the Joint Committee or their Arbitrator; and after such First Payment the Company shall, on the First Day of every Month thereafter, pay to the Scottish North-eastern Railway Company Two equal Third Parts of the additional Sums actually paid by the Scottish North-eastern Railway Company during the preceding Month on account of such Expenses on such Certificate as aforesaid, which Certificate shall in every Case be conclusive Evidence of the Matters therein contained, and such monthly Payments shall be continued until the Company shall thereby or otherwise have paid the whole of the said Sum of One hundred and twenty-five thousand Pounds, when such Payments shall cease:

When the said Railway and Joint Passenger Station shall have been completed, if the Sums then paid by the Company to the Scottish North-eastern Railway Company by such Payments as aforesaid shall not amount to One hundred and twenty-five thousand Pounds, then the Sum requisite to make up the said Sum of One hundred and twenty-five thousand Pounds shall be immediately paid by the Company to the Scottish North-eastern Railway Company.

If either of the said Companies fail to appoint Directors on their Part as Members of the Joint Committee, the Members of such Committee appointed by the other Company may exercise all the Powers for the Time being vested in the Joint Committee until the Appointment by the other Company shall be made.

The annual Expenses of the Joint Committee, and Expenses attending the Maintenance, general Management, Regulation, and Control of the said Joint Passenger Station, shall be paid by the said Companies as the Joint Committee or the Arbitrator shall from Time to Time direct, according and in proportion to the Use made of the same by those Companies respectively, and such Payments shall be made by the said Companies respectively at such Times as the said Committee or their Arbitrator may direct.

The Expression "Joint Passenger Station" or "Station" in this Schedule means the Joint Passenger Station, the Railway through the same, and the Sidings, Accesses, and Works extending for Two hundred Yards on each Side of the Passenger Shed of the Joint Passenger Station.

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