ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. cx.

An Act for making a Railway from the Town of *Nairn* to the Town of *Keith*. [21st *July* 1856.]

WHEREAS the making of a Railway leading from the Town of *Nairn* in the County of *Nairn* to the Town of *Keith* in the County of *Banff* will be of great local and public Advantage: And whereas the estimated Cost of constructing the said Railway is Three hundred and twenty-five thousand Pounds: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the said Undertaking into execution: And whereas the Formation of the said intended Railway will be beneficial to the Interests of the *Great North of Scotland* Railway Company, and it is expedient that the said Company should be empowered to subscribe to and hold Shares in the said Undertaking, as herein-after provided: And whereas it is also expedient that the Company herein-after incorporated, and the *Inverness and Nairn* Railway Company, the *Morayshire* Railway Company, and the *Great North of Scotland* Railway Company, or some or One of them, should be empowered to make and enter into such Agreements and Arrangements as are herein-after authorized with respect to the Working and Use of the Lines of Railway belonging to the said several Companies respectively, and the Regulation and Management of the Traffic thereon, and the Division and Apportionment of the Profits arising therefrom: And whereas the said intended Railway will communicate

communicate at the Town of *Nairn* with the *Inverness and Nairn* Railway, and at the Town of *Elgin* with the *Morayshire* Railway, and at the Town of *Keith* with the *Great North of Scotland* Railway; and it is expedient and will be for the public Advantage that Stations should be constructed at or near the said Points of Junction respectively, for the joint Accommodation of the Traffic of the Company hereby incorporated and the said several Railway Companies, and that the Company hereby incorporated should be authorized, either alone or jointly with the said several Railway Companies, or some or One of them, to acquire Land for the Purposes of such Stations, and to enter into Arrangements and Agreements with the said Companies, or some or One of them, for the Construction, Arrangement, Maintenance, Working, Use, and Apportionment of the said Stations: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict. cc. 17. 19. & 33. incorporated.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Inverness and Aberdeen Junction* Railway Act, 1856."

Interpretation of Terms.

III. The following Words, wherever they occur in this Act, shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

"The Company" shall mean the Company hereby incorporated:

"The Railway" shall mean the Railway and Works hereby authorized.

Subscribers incorporated.

IV. The Honourable *Lewis Alexander Grant*, the Most Noble *George Granville William* Marquis of *Stafford*, *James Duff*, *William James Tayler*, the Honourable *Thomas Charles Bruce*, *William Fraser Tytler*, *Alexander Matheson*, *Dudley Coutts Marjoribanks*, *George Loch*, *Edward Mortimer*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after particularly described, with

with all proper Works and Conveniences belonging thereto, according to the Provisions of the said incorporated Acts and of this Act, and for the other Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Inverness and Aberdeen Junction* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

V. The Capital of the Company applicable to the Railway hereby specially authorized shall be Three hundred and twenty-five thousand Pounds Sterling, and the whole thereof, when raised, shall be applicable only to the Purposes authorized by this Act.

Number and Amount of Shares.

VI. The Number of Shares into which the said Capital shall be divided shall be Thirty-two thousand five hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

VII. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the 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 Six Pounds in the whole.

Power to the Great North of Scotland Railway Company to contribute to the Undertaking.

VIII. It shall be lawful for the *Great North of Scotland* Railway Company, by and with the Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting specially convened for the Purpose, to subscribe to, and to acquire, take, and hold Shares in the Undertaking hereby authorized to any Extent not exceeding the Amount of Forty thousand Pounds, and for that Purpose to appropriate and apply any Sums of Money which the said *Great North of Scotland* Railway Company are authorized to raise, or which shall have been raised by them under the Provisions of any Act or Acts relating to their Undertaking, and which may not be required for the Purposes to which they are by any such Act or Acts made specially applicable, or otherwise from Time to Time to raise, by creating new Shares, in addition to the Sums of Money which they are already authorized to raise, the said Sum of Forty thousand Pounds, or any Part thereof, and the whole of the Money so to be raised shall be applied in subscribing to and acquiring Shares in the Undertaking hereby authorized, and to no other Purpose whatsoever.

Mode in which new Shares are to be allotted.

IX. The new Shares so to be created by the *Great North of Scotland* Railway Company shall be of such Amount and nominal Value, and shall be allotted to and amongst such Persons, and at such Times and Manner, as the said Company may direct; and it shall be lawful for

for the *Great North of Scotland* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting of that Company convened with special Notice of that Object, to assign to all or any of such new Shares such special Advantages with respect to Priority or Amount of Dividend payable thereon (not exceeding Five Pounds *per Centum per Annum*) over all or any other Class of Stock or Shares in the *Great North of Scotland* Railway Company as by the Order of any such Meeting shall be fixed and determined:

Saving Rights of Holders of existing Preference Shares in Great North of Scotland Railway Company.

Provided always, that any Preference or Priority in the Payment of Dividends which may be assigned to any such Shares shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend which may have been or which may be assigned to any Shares or Stock created or to be created by the *Great North of Scotland* Railway Company in pursuance of any Act passed prior to the present Session, or which may otherwise be lawfully subsisting.

As to Calls on new Shares.

X. Twenty Pounds *per Centum* on the Amount of each Share shall be the greatest Amount of any One Call which the *Great North of Scotland* Railway Company may make on the Shareholders in respect of the Shares by this Act authorized to be created, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any such Share, and Two Months at the least shall be the Interval between successive Calls.

Great North of Scotland Railway Company not to be bound to pay Calls on their Shares until a certain Outlay has been made on Line from Keith to the Spey.

XI. The *Great North of Scotland* Railway Company shall not be bound to pay the Calls to be from Time to Time made in respect of the Shares subscribed for and held by them in the Capital of the Company, unless and until a Certificate by the Engineer for the Time being of the Company shall have been transmitted or produced to the Secretary of the *Great North of Scotland* Railway Company, that the Company have expended in the Construction of that Portion of the Railway hereby authorized which lies between *Keith* and the *Spey*, and of the Viaduct over that River, a Sum of Money equal to twice the Amount which the *Great North of Scotland* Railway Company may be from Time to Time called upon to pay in respect of their Shares; but immediately upon such Certificate being so transmitted or produced as aforesaid, or upon the Completion of such Part of the Railway as aforesaid, and of the said Viaduct, the Company shall have all such and the same Rights, Powers, and Remedies for the Recovery of the Calls due upon the Shares held by the *Great North of Scotland* Railway Company as in the Case of the other Shares in the Company's Capital.

Power to Great North of Scotland

XII. The *Great North of Scotland* Railway Company, or the Directors thereof, may from Time to Time, so long as the said Company

pany continues to hold Shares in the Undertaking hereby authorized, appoint some Person, whether a Proprietor of Shares in the Undertaking or not, to vote on their Behalf at any Meeting of the Company hereby incorporated, and may from Time to Time revoke any such Appointment and appoint another Person in that Behalf; and the Person so for the Time being appointed shall, except as herein-after provided, during his Appointment have the same Right of voting at any such Meeting as he would have had if the Shares in the Undertaking for the Time being held by the *Great North of Scotland* Railway Company were held by such Person in his own Right: Provided always, that every such Appointment or Revocation shall be in Writing and under the Seal of the *Great North of Scotland* Railway Company, or under the Hand of the Chairman for the Time being of the said Company, and shall be deposited with the Secretary of the Company hereby incorporated.

Railway Company to appoint a Person to vote on their Behalf.

XIII. It shall not be lawful for the Company, or for the *Great North of Scotland* Railway 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, or the *Great North of Scotland* Railway Company, from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

XIV. It shall not be lawful for the Company, or the *Great North of Scotland* Railway 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, or the *Great North of Scotland* Railway Company, to construct any other Railway, or execute any other Work or Undertaking.

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

XV. Subject to the Provision herein-after contained, it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole One hundred and eight thousand three hundred Pounds, but no Part of such Sums shall be borrowed until the whole of the said Capital of Three hundred and twenty-five thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up: Provided always, that the Sums to be

Power to borrow on Mortgage.

be borrowed under the Powers hereby conferred shall be applied solely to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of a Judicial Factor.

XVI. 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 Moneys 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 Ten thousand Pounds in the whole.

First and subsequent General Meetings.

XVII. The First Ordinary Meeting of the Company shall be held at *Inverness* within Two Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *March* or *April*, and *September* or *October*, as the Directors may appoint; and all Ordinary Meetings shall be held in the Town of *Inverness* or in the Town of *Elgin*, as the Directors may from Time to Time appoint.

Quorum of General Meetings.

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

Votes of Share-holders.

XIX. At all General Meetings of the Company the Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) for Two Shares or more, but not exceeding Ten Shares, One Vote; for more than Ten Shares, an additional Vote for every Ten Shares to the Extent of One hundred Shares; for more than One hundred Shares, an additional Vote for every Twenty Shares over and above the said One hundred Shares: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid up all the Calls then payable upon the Shares held by him.

Number and Qualification of Directors.

XX. The Number of Directors shall be Fourteen, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares in the Capital of the Company.

Power to vary the Number of Directors.

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

First Directors.

XXII. The Honourable *Lewis Alexander Grant*, the Most Noble *George Granville William* Marquis of *Stafford*, *William James Tayler*, *Alexander Matheson*, *Dudley Coutts Marjoribanks*, the Honourable

Honourable *Thomas Charles Bruce*, *William Fraser Tytler*, *George Loch*, *Alexander Smyth*, *Alexander Inglis Robertson*, *James Campbell Brodie*, *Edward Mortimer*, Sir *James Dalrymple Horn Elphinstone*, and *John Blaikie* shall be the First Directors of the Company.

First Election of Directors.

XXIII. The Directors hereby appointed 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 either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Future Directors.

XXIV. At the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected 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 said "Companies Clauses Consolidation (*Scotland*) Act, 1845," 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 said "Companies Clauses Consolidation (*Scotland*) Act, 1845."

Quorum of Directors.

XXV. The Quorum of a Meeting of Direetors shall be Five, and the Quorum of any Committee of Directors shall be Three.

Line of Railway.

XXVI. It shall be lawful to the Company to make the Railway herein-after mentioned, with all proper Works, Approaches, Stations, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a Junction with the *Inverness and Nairn* Railway, as authorized by "The *Inverness and Nairn* Railway Act, 1854," in a Field in the Parish and County of *Nairn*, numbered 71 on the Parliamentary Plans of the said *Inverness and Nairn* Railway, and terminating by a Junction with the *Great North of Scotland* Railway, as authorized to be constructed by "The *Great North of Scotland* Railway Extension Act, 1855," in or near a Field in the Parish of *Keith* in the County of *Banff*, numbered One hundred and thirty-four on the Plan of the *Great North of Scotland* Railway deposited with the Sheriff Clerk of the County of *Banff*, with reference to the said last-mentioned Act, and which Railway and Works, Approaches, Stations, and Conveniences to be connected therewith, will be situate in, or pass from, in, through, or into the several Parishes, Townships, Burghs, and Places following; (that is to say,) the Parishes of *Nairn* and *Auldearn* in the County

County of *Nairn*; the Parish of *Dyke*, or United Parishes of *Dyke* and *Moy*, the Parishes of *Forres*, *Kinloss*, *Alves*, *New Spynie* or *Quarrywood*, *Elgin*, *St. Andrew's Lhanbryde*, *Urquhart*, *Speymouth*, *Rothes*, *Boharm*, and *Keith*, in the County of *Elgin* or *Moray*; the Parishes of *Boharm*, *Botriphnie*, and *Keith*, in the County of *Banff*; the Royal Burgh of *Nairn*, the Royal Burgh of *Forres*, and the Royal Burgh of *Elgin*, all in the Counties of *Nairn* and *Moray* or *Elgin*, or either of them.

Power to make Railway according to deposited Plans, &c.

XXVII. And whereas Plans and Sections of the said Railway showing the Line and Levels thereof, together with a Book of Reference to the said Plans containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same is intended to pass, have been deposited in the Offices, in the Towns of *Nairn*, *Elgin*, and *Banff* respectively, of the Principal Sheriff Clerks of the Counties of *Nairn*, *Elgin* or *Moray*, and *Banff* respectively: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Level Crossings.

XXVIII. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, it shall be lawful for the Company in the Construction of the said Railway to carry the same with a double Line of Railway across and upon the Level of the several Turnpike and public Roads numbered on the Plans deposited as aforesaid as follows; (that is to say,)

No. on Plan.	Parish.	Description of Roads.
17	Forres - -	District Road.
27*e*	Kinloss - -	Public Road.
153	Keith - -	Public or Commutation Road.

Lodges or Stations to be made at level Crossings.

XXIX. For the greater Convenience and Security of the Public the Company shall erect and maintain either a Station or Lodge at the Place where the Railway shall cross the before-mentioned Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person

Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges to be erected in lieu of level Crossings.

XXX. It shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the public Safety, at any Time either before or after the Railway hereby authorized to be carried across the said Roads on the Level shall have been completed and opened for public Traffic, to require the Company, within such Time as the Board shall direct, and at the Expense of the Company, to carry the herein-before mentioned Roads either over or under the Railway by means of Bridges or Arches, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossings.

Regulating Inclinations of certain Roads.

XXXI. It shall be lawful for the Company to construct the Approaches to the Bridges, Arches, or level Crossings for carrying the Roads, numbered as after mentioned on the said deposited Plans, over, under, or across the Railway hereby authorized, as also to make and construct the proposed Diversions of the Roads, numbered as after mentioned on the said deposited Plans, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

In the Case of the Road numbered 53, in the Parish of *Kinloss*, not steeper than 1 in 18:

In the Case of the Diversion of the Road numbered 50, in the Parish of *Kinloss*, not steeper than 1 in 18:

In the Case of the Road numbered 22*a*, in the Parish of *Alves*, not steeper than 1 in 18:

In the Case of the Road numbered 42, in the Parish of *Alves*, not steeper than 1 in 13:

In the Case of the Road numbered 30, in the Parish of *Speymouth*, not steeper than 1 in 15:

In the Case of the Diversion of the Road numbered 6, in the Parish of *Boharm*, not steeper than 1 in $12\frac{1}{2}$:

In the Case of the Diversion of the Road numbered 68, in the Parish of *Boharm*, not steeper than 1 in 10:

In the Case of the Road numbered 60, in the Parish of *Keith*, not steeper than 1 in $17\frac{1}{2}$.

Land for extraordinary Purposes.

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

Power to purchase Lands on Feu Duties.

XXXIII. It shall be lawful for all Persons owning or entitled to any Lands or other Property authorized or required to be taken for any of the Purposes of this Act, whether such Persons shall hold or be entitled to dispose of such Lands or other Property absolutely, or, being under any legal Disability or Incapacity within the Meaning of Section Seven of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," incorporated with this Act, shall be only able to sell or convey the same under the Powers of this Act and of the said "Lands Clauses Consolidation (*Scotland*) Act, 1845," to agree with the Company to sell and convey such Lands and other Property, or any Part thereof, unto the Company, in consideration of an annual Feu Duty or Ground Annual to be paid by the Company.

Grassums not to be taken.

XXXIV. Provided always, That it shall not be lawful for the Company to pay, nor for any Party having a limited Interest in or being under Disability or Incapacity to sell or convey any Lands, or any Right or Interest therein as aforesaid, to receive or take, any Grassum, Fine, or Premium, or any Consideration in the Nature thereof, for the Lands, or Rights or Interests to be so conveyed, other than the annual Feu Duties or Ground Annuals made payable by such Conveyance; and the Amount of such Feu Duties or Ground Annuals shall, in case of Difference, be ascertained and settled by Valuators in the Manner prescribed by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Valuation of Lands sold by Agreement by Parties under legal Disability or Incapacity to convey as aforesaid.

Provision for Limitation of Capital.

XXXV. Provided also, in the event of the Company agreeing with any Persons for the Purchase of Land for the Purposes of the Railway, in consideration of an annual Feu Duty or Ground Annual, under the Powers of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," or of this Act, the Capital of the Company to be raised by Mortgage or Bond shall be diminished in respect of the Land so purchased by an Amount equal to Twenty Years Purchase of the said Feu Duty or Ground Annual.

Provision for Recovery of Feu Duties.

XXXVI. All Feu Duties or Ground Annuals for any Lands or any Right or Interest therein acquired for the Purposes of the Undertaking hereby authorized, and made payable by any Conveyance under this Act and the said last-named Consolidation Act, shall be a first Charge on the Tolls and Rates leviable under this Act, and other Revenues of the Company, anything in this Act or in any of the Consolidation Acts herewith incorporated to the contrary notwithstanding; and if at any Time any such Feu Duties or Ground Annuals remain unpaid for Thirty Days after they respectively become payable, it shall be lawful to the Person entitled for the Time being

being to Payment of such Feu Duties or Ground Annuals to recover the same from the Company, with Interest and Costs, by Action in the Sheriff Court of the County of *Nairn*, or the County of *Elgin* or *Moray*, or the County of *Banff*, in whichever of the said Counties the Lands may be situate, or summarily by Poinding and Sale of the Goods and Effects of the Company, on Application by Petition to the Sheriff of the County, whose Decision in either Case shall be final, and shall not be subject to Review in any Manner whatsoever; and it shall not be lawful for any such Person to resume Possession of the Lands or Rights or Interests therein so conveyed, or to proceed by any Action of Declarator or Reduction, or by real Diligence, or any other Process whatever in respect thereto, or in respect to the said Feu Duties or Ground Annuals.

Powers for compulsory Purchases limited.

XXXVII. 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.

Period for Completion of Works.

XXXVIII. 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 or 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.

Communications with Great North of Scotland Railway to be made under the Direction of their Engineer.

XXXIX. The Communications between the Railway and the *Great North of Scotland* Railway, and all such Openings in the Ledges or Flanches of such Railway as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Great North of Scotland* Railway Company; and in case of any Difference arising as to the Mode of effecting such Communications, then the same shall be determined by a Referee, to be appointed at the Cost of the Company by the Board of Trade, on the Application of either Company.

Company not to interfere with the Works of Great North of Scotland Railway Company without Consent.

XL. Nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Great North of Scotland* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the said Railway and the Railway hereby authorized, without the Consent in Writing of the said Company in every Instance for that Purpose first had and obtained.

XLI. Nothing

Saving the Rights of Great North of Scotland Railway Company.

XLI. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the said *Great North of Scotland* Railway Company otherwise than is herein expressly provided.

Communications with Inverness and Nairn Railway to be made under the Direction of their Engineer.

XLII. The Communications between the Railway and the *Inverness and Nairn* Railway, and all such Openings in the Ledges or Flanches of such Railway as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Inverness and Nairn* Railway Company; and in case of any Difference arising as to the Mode of effecting such Communications, the same shall be determined by a Referee, to be appointed at the Cost of the Company by the Board of Trade, on the Application of either Company.

Company not to interfere with the Works of Inverness and Nairn Railway Company without Consent.

XLIII. Nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Inverness and Nairn* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the said Railway and the Railway hereby authorized, without the Consent in Writing of the said Company in every Instance for that Purpose first had and obtained.

Saving the Rights of Inverness and Nairn Railway Company.

XLIV. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the said *Inverness and Nairn* Railway Company otherwise than is herein expressly provided.

Tolls.

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

For all Coal, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slate, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding Twopence; and if

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

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

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile not exceeding Sixpence; and a like Sum of Sixpence *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 Cattle.

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

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

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

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

Tolls for propelling Power.

XLVI. The Toll which the Company may demand for the Use of Engines for propelling Carriages shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Limiting Charges for Conveyance of Passengers.

XLVII. It shall not be lawful for the Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed

veyed on the Railway than Threepence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny Halfpenny *per* Passenger *per* Mile in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance.

Limiting Charges for the Conveyance of Goods.

XLVIII. 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, than the several Sums herein-after mentioned; (that is to say,)

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

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

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

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

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which such Carriage may weigh, a further Sum of Sixpence *per* Mile:

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

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

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

Restriction as to Charges not to apply to Special Trains.

XLIX. 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.

L. Nothing

Company may take increased Charges by Agreement.

L. 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.

Regulations as to the Tolls.

LI. 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 Articles or Persons conveyed on the Railway for a less Distance than Six Miles, the Company may demand Tolls and Charges as for Six entire Miles: Provided always, that if the Railway hereby authorized shall be worked continuously with the *Great North of Scotland* Railway, the *Morayshire* Railway, and the *Inverness and Nairn* Railway, or any of them, under the Powers to that Effect herein-after contained, Articles or Persons conveyed continuously for a less Distance than Six Miles upon any Two of the said Railways so worked as aforesaid shall only be charged once as for Six entire Miles, in the same Manner as if the Railways passed over had formed Part of the Railway hereby authorized, anything in any of the Acts relating to the *Great North of Scotland*, the *Morayshire*, and the *Inverness and Nairn* Railways respectively to the contrary notwithstanding:

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

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone or Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

LII. And with respect to small Packages and single Articles of great Weight, be it enacted, That notwithstanding the Rate of Tolls prescribed

prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

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

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

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

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

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

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

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Twelvepence *per* Ton *per* Mile:

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

Passengers Luggage.

LIII. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve 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.

Power to agree as to Petty Customs with Magistrates and Town Councils of Forres and Elgin.

LIV. And whereas the Magistrates and Town Councils of the Burghs of *Forres* and *Elgin* respectively have been in the Practice of levying and collecting certain Rates and Dues denominated Petty Customs on Goods, Cattle, Articles, Effects, and Commodities brought to Market within the Limits of the said Burghs respectively: And whereas the Railway hereby authorized will pass within the Boundaries of the said Burghs respectively, and it would be attended with

with great Delay and Inconvenience if the said Rates and Dues were levied by the said Magistrates and Town Councils respectively on Goods, Cattle, Articles, Effects, and Commodities carried by or for the Company, or upon the said Railway, and brought within the said Boundaries for Sale as aforesaid: And whereas it is expedient that Provision should be made for obviating such Inconvenience and Delay by enabling the Company to collect the said Customs, Rates, and Dues, and to account for the same to the said Magistrates and Town Councils respectively, or to compensate them for their Interest in the same: Be it enacted, That it shall be lawful for the Company, with the Concurrence and Authority of the said Magistrates and Town Councils respectively, to levy, collect, receive, and discharge the said Customs, Rates, and Dues in so far as the same can be legally demanded in respect of all Goods, Cattle, Articles, Effects, and Commodities carried by or for the Company upon the said Railway, and brought within the Boundaries of the said Burghs respectively for Sale, and to account to the said Magistrates and Town Councils respectively for the same, or to make such Compensation in respect thereof as shall from Time be mutually agreed on; and it shall be lawful for the said Magistrates and Town Councils respectively, and for the Company, from Time to Time to make and enter into such Agreements, Leases, or other Contracts as to them may seem expedient and proper in reference to the said Matters or any of them, and such Agreements, Leases, or Contracts may contain such Covenants and Conditions as may be mutually agreed upon between the Parties: Provided always, that nothing herein contained shall be held or construed as creating, constituting, or confirming any Claim or Right at present or heretofore made or exercised by the said Magistrates and Town Councils respectively, or either of them, in regard to the said Rates and Dues, but the same shall in all respects remain and be construed and dealt with in the same Manner as if this Enactment had not been passed.

Power to enter into Agreements with Inverness and Nairn Railway Company, as to Station at Nairn.

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

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

Power to enter into Agreements with Morayshire Railway Company as to Station at Elgin.

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

Power to enter into Agreements

LVII. Arrangements and Agreements may in like Manner be made between the Company and the *Great North of Scotland* Railway Company

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

with Great North of Scotland Railway Company as to Station at Keith.

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

Arbitration in regard to joint Stations.

LIX. The Company and the *Inverness and Nairn* Railway Company, the *Morayshire* Railway Company, and the *Great North of Scotland* Railway Company, or the Company and any One or more of the said other Companies, may from Time to Time make any Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

Power to make Traffic Arrangements with certain Railway Companies.

1. The

The Inverness and Aberdeen Junction Railway Act, 1856.

1. The Use and Working by the *Inverness and Nairn*, the *Morayshire*, and the *Great North of Scotland* Railway Companies, or any of them, of all or any Part of the Railway hereby authorized, and the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging thereto; and likewise the Use and Working by the Company of the *Inverness and Nairn* Railway, the *Morayshire* Railway, and the *Great North of Scotland* Railway respectively, or any One or more of them, or any Part thereof, and of the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging to the said Railways respectively:

2. The Conveyance by the *Inverness and Nairn*, the *Morayshire*, and the *Great North of Scotland* Railway Companies, or any of them, of all or any Part of the Traffic passing upon or over the Railway hereby authorized, or any Part thereof; and likewise the Conveyance by the Company over the Railways belonging to the said last-named Companies respectively, or any Part thereof, or over any Railway or Railways on and over which they may for the Time have Power by Agreement or otherwise to convey and carry forward Traffic, of all or any Part of the Traffic coming to or from the *Inverness and Nairn* Railway, the *Morayshire* Railway, or the *Great North of Scotland* Railway respectively:

3. The Supply of any Rolling or Working Stock to or by the Company hereby incorporated:

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

5. The Division between the Companies, Parties to any such Contracts and Agreements, of the Profits and Receipts arising from the Traffic upon their respective Railways, or any or either of them, or any Part thereof respectively:

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

Duration of Contract.

LX. Provided always, That any such Contract shall not be for more than Ten Years, and that the same shall not be valid and binding unless and until approved of by the Board of Trade, who shall not approve such Contract without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in Extraordinary Meeting assembled for the Purpose, as herein-after provided.

LXI. Pro-

Contract as to Traffic Arrangements not valid until sanctioned by Extraordinary Meeting.

LXI. Provided also, That any such Contract shall not be valid without the Sanction of an Extraordinary Meeting of each of the Companies, Parties to such Contract as aforesaid, given by a Majority at each such Meeting of the Holders of Three Fifths of the Capital represented thereat respectively, personally or by Proxy.

Meeting how to be convened.

LXII. Such Meeting shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *Edinburgh*, and in some Newspaper of the County in which the principal Office of the Company is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting; and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Traffic Arrangements not to affect Tolls, &c.

LXIII. Provided also, That any such Contract shall not in any Manner increase any of the Tolls, Rates, or Charges which the respective Companies are from Time to Time respectively authorized to demand or receive from any Person not Party to the Contract; but all such other Persons shall, notwithstanding any such Contract, be entitled to use the Railways to which the Contract relates upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if the Contract were not entered into.

Joint Committees for Purposes of Traffic.

LXIV. For the Purposes of any such Contracts the Companies may from Time to Time (if they think fit) appoint such joint Committees, composed of such Number of their Directors respectively as they think fit, and may regulate the Proceedings of such joint Committees, and may delegate to and confer on such joint Committees all such Powers for carrying into effect such Contracts and Agreements, or any of the Objects or Purposes thereof, as the Companies respectively think fit.

Powers of joint Committees.

LXV. Every such joint Committee shall have and may exercise the Powers so from Time to Time delegated to and conferred on them, in like Manner as the same might be had and exercised by each of the Companies respectively, or their respective Directors.

As to Settlement of Disputes by Arbitration.

LXVI. If any Differences shall arise between the Companies or between their respective Representatives upon any such joint Committee respecting any of the Objects and Purposes of any Contract, or any other Matter whatsoever arising out of such Contract, or out of the Provisions of this Act, not herein-before specially provided for, such Difference shall from Time to Time be referred to Arbitration in the

Manner prescribed by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," for the Settlement of Disputes by Arbitration: Provided always, that it shall be lawful for the Companies in the first instance to agree on the Appointment of a single Arbitrator or Umpire, whose Award shall be binding on them.

Contract may be renewed with Approval of Board of Trade.

LXVII. At the Expiration of the said Contract the Company and the said other Companies, or either of them, with the Sanction of an Extraordinary Meeting of the Shareholders of the Companies, Parties to such Contract respectively, given by a Majority at each such Meeting of the Holders of Three Fifths of the Capital represented thereat respectively, personally or by Proxy, may enter into a further Contract for all or any of the Purposes aforesaid, subject to the Approval of the Board of Trade: Provided always, that before such Companies shall enter into any such further Contract as aforesaid they shall give Notice of their Intention to enter into such Contract by Advertisement inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Contract relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract shall be valid or binding until the same shall have been approved of by the Board of Trade, who shall not approve any such Contract without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in manner before provided.

Public Notice to be given of the Intention to enter into Contract.

Contract inoperative until approved by the Board of Trade.

Providing for Completion of Railway.

LXVIII. 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 Twenty-four thousand three hundred and seventy-five Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited in the *Commercial* Bank of *Scotland* in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland* in respect to the Application to Parliament for this Act: Be it enacted, That notwithstanding anything contained in the said recited Act, the said Sum of Twenty-four thousand three hundred and seventy-five Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except under 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

unless the said Company shall, previously to the Expiration of the Period limited by this Act for the 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 Money 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 Sum of Twenty-four thousand three hundred and seventy-five Pounds 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 Twenty-four thousand three hundred and seventy-five 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 Money 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 Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money 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

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.

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

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

Expenses of Act.

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

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