ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. lxxxvi.

An Act to enable the *Morayshire* Railway Company to construct a Railway from *Orton* to *Craigellachie*, and for other Purposes.

[14th *July* 1856.]

WHEREAS by "The *Morayshire* Railway Act, 1846," the *Morayshire* Railway Company were incorporated, with a Capital of Seventy-five thousand Pounds, divided into Three thousand seven hundred and fifty Shares of Twenty Pounds each, for the Purpose of making a Railway or Railways leading from the Harbour of *Stotfield* and *Lossiemouth* to *Elgin*, *Rothes*, and *Craigellachie*: And whereas in pursuance of "The Abandonment of Railways Act, 1850," the said Company applied to the Commissioners of Railways for Powers to abandon such Part of the Railways by the said *Morayshire* Railway Act, 1846, authorized to be made, as is therein described as "A Railway from a Point on the proposed Railway called or intended to be called 'The *Great North of Scotland* Railway,' near to *Gerbity* or *Orton*, to *Rothes* in the United Parishes of *Rothes* and *Dundurcas*, and to *Craigellachie* in the Parish of *Rothes*," and to reduce and limit the Capital of the said Company; and the said Commissioners of Railways did, by Warrant bearing Date the Tenth Day of *July* One thousand eight hundred and fifty-one,

9 & 10 Vict. c. clxxviii.

authorize the Abandonment of so much of the said Railway as above mentioned, and order, direct, and declare that the Capital authorized to be raised by the said Company, by Shares and by Mortgage, should thenceforth be respectively reduced to the Extent and in the Manner following; (that is to say,) that the Capital of the Company should be Twenty-nine thousand seven hundred Pounds, in Two thousand nine hundred and seventy Shares of Ten Pounds each, and that the Amount which the Company should be authorized to borrow on Mortgage or Bond should be Nine thousand nine hundred Pounds, and that all the Provisions in the *Morayshire* Railway Act, 1846, and the Companies Clauses Consolidation (*Scotland*) Act, 1845, contained, with respect to the original Share Capital of the Company, and their original Power of borrowing Money on Mortgage or Bond, should apply to the Share Capital of the Company, and their Power of borrowing Money, when reduced and limited as aforesaid, in the same Manner as they would have applied to such original Share Capital and Power of borrowing Money respectively if the said Warrant had not been made: And whereas the Railway from the Harbour of *Stotfield* and *Lossiemouth* to *Elgin* has been made, and has been for some Time open for Traffic: And whereas that Portion of the *Great North of Scotland* Railway with which the *Morayshire* Railway was intended to communicate at *Elgin*, and also at or near to *Gerbity* and *Orton*, has not been made, and the Powers to construct the same between the Town of *Keith* in the County of *Banff*, and the Town of *Inverness* in the County of *Inverness*, have expired: And whereas a Railway has been projected, under the Name of "The *Inverness and Aberdeen Junction* Railway," between the Town of *Nairn* in the County of *Nairn*, and the said Town of *Keith*, for the Purpose of completing the Line of Railway Communication between the Towns of *Aberdeen* and *Inverness*, and a Bill for the Incorporation of the said Company is now depending before Parliament: And whereas the said projected Railway will, when constructed, communicate with the *Morayshire* Railway at *Elgin*, and also, at or near *Gerbity* and *Orton* aforesaid, with the Railway hereby authorized: And whereas it is expedient and will be for the public Advantage that the *Morayshire* Railway Company should be authorized to construct and maintain a Railway from the said intended *Inverness and Aberdeen Junction* Railway at or near *Orton* to *Craigellachie*, and thereby to complete the Undertaking of the said Company as originally projected, and the Company are willing, if authorized by Parliament, to construct and maintain the same: And whereas the estimated Expense of making the said Railway is Twenty-four thousand Pounds: And whereas it is expedient that the Company should be authorized to raise by the Creation of Shares, in addition to their present Capital, and by Bond or Mortgage, such Sums of Money as may be necessary for carrying the Objects aforesaid into effect: And whereas it is also expedient and will be for the public Advantage

that

that the *Morayshire* Railway Company and the *Inverness and Aberdeen Junction* Railway Company should be authorized to construct a joint Station or Stations at or near the Town of *Elgin* for the Accommodation of the Traffic of their respective Railways, and to acquire Land for the Purpose of such Station or Stations, and to enter into Arrangements and Agreements for the Construction, Arrangement, Maintenance, Working, Use, and Apportionment of the same: 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:

Interpretation of Terms.

I. That where in this Act the Expression "the Company" occurs, the same shall mean "the *Morayshire* Railway Company."

Short Title.

II. In citing this Act for any Purpose whatever, it shall be sufficient to use the Expression "The *Morayshire* Railway (Extension) Act, 1856."

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

III. The "Companies Clauses Consolidation (*Scotland*) Act, 1845," the "Lands Clauses Consolidation (*Scotland*) Act, 1845," and the "Railways Clauses Consolidation (*Scotland*) Act, 1845," shall be held to apply to the Purposes of this Act, and be read and construed as forming Part of this Act.

Power to make Railway.

IV. It shall be lawful for the said Company to make and maintain the Railway following, with all proper Works and Conveniences connected therewith; (that is to say,) a Railway commencing in or near a certain Field forming Part of the Lands of *Garbity* or *Orton* in the United Parishes of *Rothes* and *Dundurcas* in the County of *Elgin* or *Moray*, where it is proposed to form a Junction with the Line of a proposed Railway from *Nairn* to *Keith*, called or intended to be called the *Inverness and Aberdeen Junction* Railway, and which Field is now in the Occupation of *Alexander Macpherson* Doctor of Medicine, *Garbity*, and is situated at or near to the Turnpike Road leading from *Elgin* past *Orton* to the Suspension Bridge over the *Spey*, and terminating in a certain Field or Stackyard now in the Occupation of Mistress *Jane Marshall* or *M'Innes* opposite to the Dwelling House and Farmsteading occupied by her, and near to or at the Turnpike Road leading from *Rothes* to *Craigellachie Bridge* upon the Lands of *Dandalieth* in the said United Parishes of *Rothes* and *Dundurcas*, and which Railway and Works and Conveniences will be wholly situated within the said United Parishes of *Rothes* and *Dundurcas* and County of *Elgin* or *Moray*.

V. And

Railway and Works to be made according to deposited Plans.

V. And whereas Plans and Sections of the said Railway and Works connected therewith showing the Lines and Levels and Situation thereof, and the Limits within which the same will be constructed, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of Lands or Buildings through which the same are intended to pass, were deposited, on or before the Thirtieth Day of *November* One thousand eight hundred and fifty-five, for public Inspection with the principal Sheriff Clerk of the County of *Elgin* or *Moray*: And whereas a Plan and Section of a Deviation of a Portion of the said intended Railway, together with a Book of Reference thereto containing the like Particulars, were deposited with the said Sheriff Clerk on or before the Twenty-fifth day of *April* One thousand eight hundred and fifty-six: Be it enacted, That, subject to the Provisions and Powers of Deviation in this and the said recited and incorporated Acts contained, it shall be lawful for the said Company to make and maintain the said Railway and Works connected with the same in the Lines and Situation 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, subject to the Provisions in this and the said recited and incorporated Acts contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands and Buildings as shall be necessary for the Purposes aforesaid: Provided always, that the Company shall not be entitled to make so much of the Railway shown on the Plans deposited on or before the Thirtieth Day of *November* One thousand eight hundred and fifty-five as lies between the Field marked No. 1 and the Field marked No. 12, in the said United Parishes of *Rothes* and *Dundurcas*, or to enter upon, take, or use any of the Lands and Buildings shown upon the said Plan between the Points aforesaid.

As to level Crossings.

VI. 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 Rails across and upon the Level of the Turnpike Road numbered 3, in the said United Parishes of *Rothes* and *Dundurcas*, on the Plan deposited on or before the said Twenty-fifth Day of *April* One thousand eight hundred and fifty-six as aforesaid.

Lodge or Station to be made at level Crossing.

VII. 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 Road 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 Road on the Level, or with regard to the Speed at which Trains shall pass such

such Road, 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 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 a Bridge to be erected in lieu of level Crossing.

VIII. 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 Road 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 Road either over or under the Railway by means of a Bridge or Arch 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 Crossing.

Restricting Line between certain Limits.

IX. The Railway and other Works shall not deviate towards the River *Spey* from the Black continuous centre Line of Way shown on the Parliamentary Plan, on those Parts of the Line where the Limits of Deviation extend into the said River, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or of the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in accordance with the Terms of such Consent.

Admiralty may order a local Survey at Expense of Company.

X. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal Water or any River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned,

XI. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or any River, or if any Portion of

&c. may be removed at Expense of Company.

of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Lands for extraordinary Purposes.

XII. The Extent of Land to be purchased by the Company for the extraordinary Purposes mentioned in the Railways Clauses Consolidation (*Scotland*) Act, 1845, shall not exceed Two Acres, in addition to the Lands authorized by the said recited Act to be taken for similar Purposes.

Powers for compulsory Purchases limited.

XIII. 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 Two Years from the passing of this Act.

Period for the Completion of Works.

XIV. The said Railway and Works connected therewith shall be completed within Four Years from the passing of this Act; and on the Expiration of the said Period the Powers granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railway and Works as shall then have been completed.

If Railway not completed, &c. within a limited Period, Dividends to be suspended.

XV. In case the Railway and Works by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Four Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company or the Directors thereof to pay any Dividend to the Shareholders on the ordinary or unguaranteed Capital of the Company until such Railway and Works shall have been completed and opened for public Traffic.

Tolls upon new Railway.

XVI. It shall be lawful for the Company, subject to the Provisions of this Act, to demand and receive for and in respect of the Railway hereby authorized the same Tolls and Charges as they are authorized to demand and receive by "The *Morayshire* Railway Act, 1846;" and the Railway hereby authorized to be made shall for the Purposes of the said Tolls be held to be Part of the *Morayshire* Railway: Provided always, that the Company shall not be entitled to charge as for Six Miles in the Case of any Traffic carried upon their existing Railway, or upon the Railway hereby authorized, for any Distance less than Six Miles, but only for the actual Distance, except in the Case of

of Fractions of a Mile, for which the Company may charge as for an entire Mile.

Maximum Tolls.

XVII. Provided also, That, except as by this Act specially provided, the maximum Tolls, Rates, and Charges to be demanded by the Company in respect of the Traffic carried upon the said Railway shall in no Case exceed the maximum Tolls and Charges authorized to be taken by the last-mentioned Act.

Tolls for small Parcels and Articles of great Weight.

XVIII. Provided always, with respect to small Packages and single Articles of great Weight carried on the Railways constructed under the Authority of the said recited Act or of this Act, the Company may lawfully demand the Tolls and Charges following; (that is to say,)

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

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

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

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Two Shillings:

And for Parcels exceeding Fifty-six and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they may think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

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

Restriction as to Charges not to apply to Special Trains.

XIX. Provided also, That the Restriction as to the Charges to be made for Passengers contained in the said recited Act shall not extend to any Special Train that may be required to be run upon the Railways authorized by the said recited Act or by this Act, but shall apply only to the Ordinary or Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers upon the said Railways.

XX. Pro-

Company may take increased Charges by Agreement.

XX. Provided further, That 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 of 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.

Passengers Luggage.

XXI. Every Passenger travelling upon the Railway authorized by the said recited Act or by this Act 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 purchase Lands on Feu Duties.

XXII. 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.

XXIII. 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 Interest 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.

XXIV. 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

the Powers of the "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.

XXV. All Feu Duties or Ground Annuals for any Lands, or any Right or Interest therein required for the Purposes of the Railway, 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 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 *Elgin* or *Moray*, or summarily by Poinding and Sale of the Goods and Effects of the Company on Application by Petition to the Sheriff of the said 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.

Power to raise additional Capital by Creation of new Shares.

XXVI. For the Purpose of raising such Sums of Money as may be necessary for the Purposes of this Act, it shall be lawful for the Company, at any General Meeting or Meetings specially convened for the Purpose, from Time to Time to raise by the Creation of Shares, in addition to the Sum of Twenty-nine thousand seven hundred Pounds which they are at present authorized to raise by Shares, such Sum or Sums of Money as may be necessary, not exceeding in the whole the Sum of Twenty-five thousand Pounds; and it shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Shareholders present, personally or by Proxy, at any General Meeting 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 the other Shares of the Company as by the Order of any such Meeting shall be fixed and determined; and the whole of the Money so to be raised shall be applied to the said Purposes, and to no other Purposes whatever: Provided always, that the Preference or Priority in Payment of Dividend

New Shares not to prejudice any

existing Preference Shares.

Dividend hereby authorized to be given in respect of Shares to be created and issued by virtue of this Act shall not affect or prejudice any Preference or Priority in the Payment of Interest or Dividend on any other Shares which may have been granted by the Company in pursuance of the said recited Act, or which may be otherwise lawfully subsisting.

Division of Capital into Shares.

XXVII. The Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned, and shall be apportioned and allotted to such Persons and in such Manner as may be determined by the Order of any General Meeting of the Company specially convened for the Purpose.

Shares to form Part of the general Capital.

XXVIII. All Shares which may be created under the Provisions of this Act shall form Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with respect to the Payment of Calls or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, to which such general Capital may be subject, except as to the Amount of such Shares which shall be determined as herein-before provided, and except as to the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit, subject to the Provisions of this Act; and the Proprietors of such Shares shall be entitled to the same Number of Votes in respect thereof in proportion to the nominal Amount represented by such Shares as the Proprietors of the existing Shares of the Stock of the said Company.

Calls.

XXIX. One Fifth Part of each such Share shall be the largest Amount which shall be called at any One Time, and there shall be an Interval of at least Three Months between any Two successive Calls; and the Amount of Calls to be made on a Share in any One Year shall not exceed Six Pounds in the whole.

Power to borrow on Mortgage.

XXX. After the Capital by this Act authorized to be raised shall have been subscribed, and One Half of the entire Capital of the Company shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond, in addition to the Sums which they are already authorized to raise on Mortgage or Bond, any Sums of Money not exceeding in the whole the Sum of Eight thousand three hundred and thirty-three Pounds, and to apply the same for the Purposes of this Act or any of them; but all Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over all Mortgages to be granted under the Provisions of this Act.

Former Mortgages to have Priority.

XXXI. It

Interest not to be paid on Calls.

XXXI. It shall not be lawful for the Company, out of Money by this Act or the recited Act authorized to be raised by Calls in respect of Shares, to pay Interest or Dividends to any Shareholder on account 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 contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the "Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

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

Power to enter into Agreements with Inverness and Aberdeen Junction Railway Company as to Station at Elgin.

XXXIII. Arrangements and Agreements may be made between the Company and the *Inverness and Aberdeen Junction* Railway Company for the Formation, Maintenance, Arrangement, Management, Regulation, and joint Use of a Station at *Elgin* for the Accommodation of the Traffic of the said Companies respectively; 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 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 shall be agreed upon.

XXXIV. If

Arbitration in regard to Elgin Station.

XXXIV. If any Questions, Disputes, or Differences shall arise between the Company and the said *Inverness and Aberdeen Junction* Railway Company in regard to the Construction, Arrangement, Management, Regulation, or Use of the said joint Station at *Elgin*, or in relation to the Lands acquired or to be acquired for the Purposes of the said Station, 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.

Power to make Traffic Arrangements with Inverness and Nairn, and Inverness and Aberdeen Junction Railway Companies.

XXXV. The Company and the *Inverness and Nairn* Railway Company and the *Inverness and Aberdeen Junction* Railway Company, or the Company and either 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,)

1. The User and working by the *Inverness and Nairn* and *Inverness and Aberdeen Junction* Railway Companies, or either of them, of all or any Part of the Railway at present belonging to the Company, and of the Railway hereby authorized, and the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging thereto respectively; and likewise the User and working by the Company of the *Inverness and Aberdeen Junction* Railway and the *Inverness and Nairn* Railway respectively, 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* and the *Inverness and Aberdeen Junction* Railway Companies, or either of them, of all or any Part of the Traffic passing upon or over the Railways belonging to the Company authorized by the recited Act or this Act, 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, or the *Inverness and Aberdeen Junction* Railway:
3. The Supply of any Rolling or Working Stock to or by the Company:
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, of the Profits and Receipts arising from the Traffic upon their

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.

XXXVI. Provided always, That any such Contract shall not be for more than Nine Years, and that the same shall not be valid or binding unless and until the same shall have been approved of by the Board of Trade.

Sanction of Extraordinary General Meetings to Traffic Arrangements.

XXXVII. Provided also, That any such Contract shall not be valid without the Sanction of an Extraordinary General 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 Fourths of the Capital represented thereat respectively, personally or by Proxy.

Traffic Arrangements not to affect Tolls, &c.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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 Railway 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.

XLII. At the Expiration of the said Contract the Company and the said other Companies, or either of them, with the Sanction of an Extraordinary General Meeting of the Shareholders of such Companies respectively, given by a Majority at each such Meeting of the Holders of Three Fourths of the Capital represented thereat, 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.

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

Contract inoperative until approved by the Board of Trade.

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

XLIII. Provided always, That nothing herein contained shall be deemed or construed to exempt the Company, or the Works by this or the recited Act authorized to be made, from the Provisions of any General Act relating to Railways, or for the better or 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 authorized by the said recited Acts.

Expenses of Act.

XLIV. All the Costs, Charges, and Expenses of and attending the obtaining and passing of this Act, or incidental thereto, shall be paid by the Company.

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