ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxxxiii.

An Act to extend the Time for the Completion of the *Athenry and Ennis Junction* Railway; and for other Purposes. [13th *July* 1863.]

WHEREAS by "The *Athenry and Ennis Junction* Railway Act, 1860," the *Athenry and Ennis Junction* Railway Company (in this Act called "the Company") were incorporated, and authorized to make a Railway from the *Midland Great Western* Railway of *Ireland* at *Athenry* to the *Limerick and Ennis* Railway at *Ennis:* And whereas it is expedient that the Time limited by the said Act for the compulsory Purchase of Lands and for the Completion of the said Railway should be extended: And whereas the said Railway will communicate at *Ennis* with the *Limerick and Ennis* Railway, which Railway is leased to and worked by the *Waterford and Limerick* Railway Company (in this Act called the *Waterford* Company) under Powers to that Effect granted by "The *Waterford and Limerick* Railway Act, 1862:" And whereas it is expedient that the *Waterford* Company should be authorized to subscribe to and hold Shares in the Undertaking of the Company as herein-after provided: And whereas an Agreement, dated the Twenty-seventh Day of *May* One thousand eight hundred and sixty-three, has been entered into between the Company and the *Waterford* Company with respect to the Working and Use of the

23 & 24 Vict. c. cc.

25 & 26 Vict. c. cxci.

Railway of the Company by the *Waterford* Company, and the Regulation and Management of the Traffic on the said Railway, and the Division and Apportionment of the Profits arising therefrom, a Copy of which Agreement is set forth in the Schedule to this Act annexed, and it is expedient that the same should be confirmed, and Powers granted for carrying the same into effect; but for the Purposes aforesaid the Authority of Parliament is necessary: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Athenry and Ennis Junction* Railway Act, 1863."

Extension of Time for compulsory Purchase of Lands.

2. The Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of the said Railway, according to the Plans and Sections of the same, and Books of Reference thereto, deposited with the Clerks of the Peace for the Counties of *Galway* and *Clare* respectively, shall be prolonged and extended until the Expiration of the Twentieth Day of *August* One thousand eight hundred and sixty-five, being Two Years beyond the Period limited by the recited Act, and on the Expiration of such extended Period the Powers by the recited Act and by this Act granted for the compulsory Purchase of Lands shall cease to be exercised.

Parties aggrieved by Extension of Time may have Compensation for additional Damage.

3. The Justices, Arbitrators, Umpires, or Juries respectively (as the Case may be) who shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of the Lands or Houses required by the Company for the Purposes of their Undertaking, and for the Purchase of which the Period is by this Act extended, shall, in estimating the Amount of such Compensation, have regard to and make Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of Time hereby authorized as aforesaid.

Period for Completion of Works extended.

4. The Powers of the Company for the Completion of the said Railway shall be extended and enlarged until the Expiration of the Twentieth Day of *August* One thousand eight hundred and sixty-seven, being Two Years beyond the Period limited for such Purpose by the recited Act; and on the Expiration of such extended Period the Powers by the recited Act and this Act granted to the Company for making the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed; but such Extension of Time shall not release the Company from the Provisions of

the Forty-fourth Section of "The *Athenry and Ennis Junction* Railway Act, 1860."

Existing Contracts and Notices to take Lands not to be affected.

5. Provided always, that nothing herein contained shall in anywise prejudice or affect any Contract entered into or Notice given by the Company before the passing of this Act for purchasing, taking, or using any Lands which, under the recited Act or the Acts incorporated therewith, the Undertakers are entitled to purchase, take, or use; but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings may be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if this Act had not been passed.

Power to Waterford and Limerick Company to subscribe.

6. The *Waterford* Company may subscribe to and hold Shares in the Undertaking of the Company to any Extent not exceeding Twelve thousand Pounds, and it shall not be lawful for that Company to assign or transfer any Shares which they may under the Authority of this Act acquire in the Undertaking of the Company.

Power to subscribing Company to apply surplus Funds to raise further Capital.

7. The *Waterford* Company may apply and appropriate to the Purposes of such Subscription any Sum or Sums of Money which they have raised, or before the passing of this Act were authorized to raise, and which may not be required for the Purposes to which they are made specially applicable, or they may raise by the Creation of new Shares in their Undertaking any Sum of Money not exceeding the Amount which they are by this Act authorized to subscribe; but any Sum of Money so raised by the Creation of new Shares shall be applied to the Purposes of such Subscription, and to no other Purpose whatever.

As to raising further Capital by subscribing Company.

8. For the Purpose of such Subscription as aforesaid the *Waterford* Company may, with the Consent of Three Fifths of the Votes of the Proprietors voting in person or by proxy at a General Meeting of that Company specially convened with Notice of that Object, create or issue new Shares or Stock in their Undertaking of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and with such Preference or Priority in the Payment of Dividend or Interest thereon (not exceeding Five Pounds *per Centum per Annum*), and with or without the Right of voting in respect thereof, and upon such other Terms and Conditions, as shall be determined by such Meeting; and the following Provisions of "The Companies Clauses Consolidation Act, 1845," shall be applicable to the Creation and Issue of such Shares, and the Holders or Proprietors thereof; (that is to say,) with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer and Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with

respect to the Consolidation of the Shares into Stock, with respect to the Remedies of Creditors of the Company against the Shareholders, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

Conditions to be stated on Certificates.

9. The Certificates issued for such Preferential Shares shall distinctly express upon the Face of them the Conditions upon which the same are issued.

Saving Rights of existing Preference Shareholders.

10. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend granted or assigned by the *Waterford* Company to any Shares or Stock before the passing of this Act, or conferred by any Act, or otherwise lawfully subsisting at the Time of the passing of this Act.

As to Dividends on preferential Shares.

11. Any new Shares created under the Powers of this Act shall be entitled to the preferential Dividend (if any) which may have been attached to them as aforesaid out of the Profits of each Year available for the Payment thereof; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the *Waterford* Company.

As to Mode of voting by subscribing Company.

12. The *Waterford* Company may, so soon as they have become Subscribers to the Undertaking of the Company, appoint some Person (whether a Proprietor of Shares in the Company or not) to vote on their Behalf at any Meeting of the Company, 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 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 *Waterford* 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 *Waterford* Company, or under the Hand of the Chairman for the Time being of that Company, and shall be deposited with the Secretary of the Company.

Interest not to be paid on Calls paid up.

13. The Company and the *Waterford* Company shall not, out of any Money by this Act or any other Act relating to either of those Companies authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividends to any Shareholders on the Amount of Calls made in respect of the Shares held by them in the Capital of the Company: Provided always, that either of the said Companies may pay to any Shareholder such Interest

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on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits on future Bills not to be paid out of Capital.

14. The Company and the *Waterford* Company shall not, out of any Money by this Act or any other Act relating to either of those Companies authorized to be raised for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing either of the said Companies to construct any other Railway, or execute any other Work or Undertaking.

Agreement in Schedule between Company and Waterford and Limerick Company confirmed.

15. The said Agreement between the Company and the *Waterford* Company, dated the Twenty-seventh Day of *May* One thousand eight hundred and sixty-three, is hereby confirmed and made binding upon the Company and the *Waterford* Company, and they shall have full Power to do and execute all and whatsoever Acts and Deeds which may be necessary to carry the same into effect.

Power to enter into Agreements with Waterford and Limerick Company.

16. The Company and the *Waterford* Company may from Time to Time, after the Expiration of the Term or Terms limited by the Agreement between them herein-before confirmed, enter into and make any Contract or Agreement with respect to all or any of the following Matters; (that is to say,)

The Use and Working by the *Waterford* Company of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto:

The Conveyance by the *Waterford* Company of Traffic upon or over the Railway of the Company:

The Division and Apportionment between the Companies of Traffic passing over their Railways or any Part thereof:

The Supply of any Rolling or Working Stock required for working the Traffic of the Company:

The Forwarding, Interchange, Transmission, Collection, Delivery, and general Conduct of Traffic:

The Management, Maintenance, and Repair of the Railway of the Company:

The Apportionment and Payment of the Costs and Expenses of such Working, Management, Maintenance, and Repair:

The fixing of the Tolls, Rates, and Charges to be levied or taken in respect of the Traffic conveyed over the Railway of the Company, or any Part thereof, not exceeding the maximum Tolls, Rates, and Charges authorized by the Act of Parliament relating to such Railway:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Division between the Companies of the Receipts arising from the Traffic upon their respective Railways, or any Part thereof respectively.

Appointment of Joint Committee for carrying the Agreement into effect.

17. The Companies, Parties to any such Agreement as last aforesaid, may appoint a Joint Committee, composed of such Number of Directors of the Companies as the Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the Companies respectively or their respective Directors.

During any such Agreement the Railways of the Company and the Working Company to be considered as One.

18. Provided always, that during the Continuance of the Agreement herein-before confirmed, or of any other Agreement for working the Railway of the Company, such Railway and the Railway or Railways of the *Limerick and Ennis* Railway Company, while and so long as the Railway of that Company is worked by the *Waterford* Company, shall, for the Purpose of calculating the Tolls payable thereon, be deemed One continuous Line of Railway, and where Traffic shall be conveyed thereon for a less Distance than Six Miles the same shall only be charged once as for Six Miles, and no other Short Distance Charge shall be made for the Conveyance of Passengers, Animals, Goods, or other Matters or Things on the said Railways, or either of them; and that during the Continuance of any such Agreement the Words "the Company" shall in every Provision of the recited Act with respect to Tolls and Charges be read and construed to mean and to refer to the *Waterford* Company.

Agreement not to affect Persons not Parties thereto.

19. Any such Agreement shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies shall for the Time being respectively be authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into.

Agreement not to take effect unless

20. Any such Agreement, other than the Agreement hereby confirmed, shall not have any Operation until the same shall have been submitted

submitted to and approved of by a Majority of not less than Three Fifths of the Shareholders present personally or by proxy at a Meeting of each of the Companies Parties thereto specially convened for that Purpose, and shall also have been approved of by the Board of Trade: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the Companies Parties thereto in the Manner required by this Act; and provided also, that it shall be lawful for the Board of Trade, if they think fit, on the Expiration of the First or any subsequent Ten Years from the Commencement of any such Agreement, other than as aforesaid, to cause the same to be revised; and the Board of Trade shall have Power to modify the Terms or Conditions of such Agreement in such Manner as the Board may think necessary, and to declare such Modification to be Part of such Agreement, and the same shall be read and shall take effect accordingly.

approved by Shareholders of Companies, and by the Board of Trade;

and subject to Revision by that Board.

21. The Meeting of Shareholders to approve of any such Agreement shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *Dublin*, and in some Newspaper of the County in which the principal Office of each Company Party to such Agreement 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 such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Meeting, how to be convened.

22. Section Twenty-three of the recited Act, prescribing the Qualification of the Auditors of the Company, shall be and the same is hereby repealed.

Repeal of Clause 23 of recited Act.

23. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to this Act, or 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 hereafter pass during the present or any other future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by the recited Act.

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

24. The Expenses, Costs, and Charges of obtaining and passing of this Act, and incidental and preparatory thereto, shall be paid by the Company.

Expenses of Act.

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SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT, made the Twenty-seventh Day of May One thousand eight hundred and sixty-three, between the Athenry and Ennis Junction Railway Company (herein-after called the Junction Company) of the one Part, and the Waterford and Limerick Railway Company (herein-after called the Waterford Company) of the other Part: Whereas a Bill is now pending in Parliament for an Act, amongst other Purposes, to extend the Time for completing the Railway and Works by "The Athenry and Ennis Junction Railway Act, 1860," authorized, and to empower the Junction Company and the Waterford Company to enter into Agreements and Arrangements with reference to the Use and Working of the Athenry and Ennis Junction Railway or any Part thereof, and with reference to the Supply of Plant and Rolling Stock, and to enable the Waterford Company to contribute towards the Undertaking of the Junction Company: And whereas it has been agreed, subject to the Sanction of Parliament so intended to be obtained, that the Waterford Company shall, for the Term herein-after mentioned, work the said Junction Railway or such Part thereof as shall be constructed between Ennis and Gort: And whereas the Waterford Company are now working the Line of Railway from Limerick to Ennis on a Lease of said Line, which will expire on the Twenty-second Day of April One thousand eight hundred and eighty-one: Now therefore these Presents witness, that in consideration of the Premises, and for the Considerations herein-after appearing, it is hereby mutually agreed by and between the Two Companies, Parties to these Presents, subject to the Sanction of Parliament being obtained, as follows:

Article 1. Thomas Elliot Harrison, of No. 27, Great George Street, Westminster, Civil Engineer, or if he dies or becomes incapacitated, or if and when he declines, or by reason of Absence is unable to act, a competent and impartial Civil Engineer to be from Time to Time named by the respective Engineers of the Two Companies, or if and when they do not agree thereon, then a competent and impartial Civil Engineer to be on the Application of the Two Companies or either of them named by the Board of Trade, shall be the Referee for the Purposes of these Presents, and is herein-after referred to as the Referee.

Article 2. The Expression "the Railway" in these Presents comprises the said Railway and Works by "The Athenry and Ennis Junction Railway Act, 1860," authorized between Ennis and Gort, or between Ennis and any Point further than Gort, in the Direction of Athenry, as the Case may be.

The Word "Traffic" in these Presents comprises all Mails, and all Passengers, Animals, Minerals, Goods, and other Traffic whatsoever; and the Expression "the Referee" means the Referee mentioned in Article 1.

Article 3. The Junction Company, so soon as they can, will commence the Construction of their authorized Railway from Ennis to Athenry, opening first, however,

however, that Portion thereof from Ennis to Gort, and, unless prevented by Causes beyond their own Control will complete it so that it shall be fit and sanctioned for public Traffic within the Time limited by their Act for its Completion, or, if so prevented, will use their utmost reasonable Endeavours to obtain from Parliament an Extension of Time for the Purpose, and will complete it so that it shall be fit and sanctioned for public Traffic within the extended Time.

Article 4. The Railway, including the authorized Junctions thereof with the Limerick and Ennis Railway, shall be made and completed with all proper and sufficient Approaches, Stations, Bridges, Culverts, Buildings, Sidings, Turn-tables, Water Supply, Signals, Electric Telegraph, and other Works and Conveniences, and with One temporary Engine Shed for small Repairs, and none of the main bearing Parts of the Bridges or Culverts shall be of Timber, except the Piles for the River Fergus Bridge.

Article 5. The Junction Company will uphold and support all the Bridges and Culverts of the Railway during the Period of One Year after the Time of its being completed and sanctioned for public Traffic, and will uphold and support all the Iron Rails and the Railway, and all Ironwork immediately connected with the Rails, including all requisite Renewals of defective Rails and Ironwork immediately connected therewith, during the Period of Two Years after the Time of its being completed and sanctioned for public Traffic, but the Junction Company shall not be bound to raise, for the Fulfilment of Articles 3, 4, and 5, more than their now authorized Share Capital of Two hundred thousand Pounds, and the Sum of Sixty-six thousand Pounds which they are now authorized to borrow.

Article 6. Before the Terms and Conditions of the Contract for the making of the Railway are finally arranged the Junction Company will submit the Terms and Conditions thereof to the Consideration of the Engineer of the Waterford Company, and will take into consideration any Suggestions which he may make thereon, but without being bound to adopt any such Suggestion; and all the Terms and Conditions of the Contract, except only as to Extent of Siding and Station Accommodation, and the total Amount to be paid for the making and completing of the Railway, shall be such as the Engineer of the Junction Company may think fit; but that the Extent of Accommodation and such total Amount respectively shall be such Extent and Amount as the respective Engineers of the Two Companies think fit, or, if they differ thereon, shall be such as the Referee may determine: Provided, however, that if from Development of Traffic or any unexpected Cause it shall, in the Opinion of the Joint Committee to be appointed as herein-after provided, be necessary, with a view to the efficient working of the Railway or Extension of Station Accommodation, to make any further Outlay or permanent Improvements, it shall be competent for the said Committee to order the same to be effected, and thereupon it shall be competent for the Waterford Company to effect the same, and the Amount thereof, with Interest at Five Pounds per Centum, shall be repaid by the Junction Company to the Waterford Company upon the Determination of the Term hereby granted.

Article 7. The Railway shall be completed to the Satisfaction in all respects of the Engineers of the Two Companies, or, failing Agreement between them, of the Referee, who respectively, as between the Two Companies, and for the

Purposes of this Agreement, shall, when the Railway is completed, decide as to the Fitness thereof for being opened for public Traffic.

Article 8. From and after the Time when the Railway is so completed and fit and sanctioned for public Traffic throughout, or between Ennis and Gort, whichever may first happen, and thenceforth during the Term herein-after agreed on, the Waterford Company will provide the Plant and Rolling Stock necessary for working the same, and will, according to the Terms and Conditions of this Agreement, maintain, repair, manage, work, and use the said Railway, or the Part so completed, and will manage and work the Traffic thereon, until the Twenty-second Day of April One thousand eight hundred and eighty-one, or, at the Option of the Waterford Company, for the full Term of Twenty Years from the Day of the opening for public Traffic throughout of the said completed Line: Provided, that unless the Waterford Company shall advise the Junction Company of such Option by Notice in Writing One Year before the Determination of the earlier of said Periods they shall be bound to continue such Management for the said Term of Twenty Years.

Article 9. During the Term the Maintenance, Repair, Management, Working, and User of the Railway, and the Traffic thereon, shall, according to the Terms and Conditions of this Agreement, be under the Direction of a Joint Committee of Directors of each of the Two Companies, to be appointed as herein-after mentioned.

Article 10. The Waterford Company during the Term will under the Direction of the Joint Committee, maintain, repair, manage, work, and use the Railway, and will manage and work the Traffic thereon, at least as well as their own Railway and the Traffic thereon, and so as fully to accommodate and fairly to develop the Traffic of the District to be served by the Railway, and to promote in all respects the Success of the Junction Company's Undertaking.

Article 11. The Waterford Company during the Term will from Time to Time appoint and employ a sufficient Number of competent Station Masters, Clerks, Engine Drivers, Stokers, Guards, Pointsmen, Watchmen, Porters, Police, Workmen, Labourers, and Servants for the Railway and the Traffic thereon, and shall have the exclusive Appointment and Removal of them, and will pay their respective Salaries and Wages.

Article 12. The Waterford Company during the Term will, under the Direction of the Joint Committee, from Time to Time provide and maintain in good Repair, and in proper and sufficient working Order and Condition, all such Locomotive Engines, Carriages, Trucks, and Rolling Stock, Plant, Tools, Machinery, Stores, Materials, and other Things as shall be proper and sufficient for fully and safely working the Railway, and for the proper and sufficient Reception, Accommodation, Conveyance, and Delivery of all Traffic thereon.

Article 13. The Waterford Company will bear and pay all Taxes, Rates, Assessments, and other Outgoings whatsoever during the Term upon or in respect of the Railway, and the Management, Maintenance, Repair, working, and using of the same, except only as is otherwise provided by Articles 5 and 19 respectively, and will fully and freely indemnify and save harmless the Junction Company from and against the same, and all Liabilities, Claims, and Demands in respect thereof.

Article 14. The Waterford Company will bear and pay or make good all Losses, Damages, Injuries, and Expenses to Traffic on Railway occasioned during the Term by or in connexion with the working of the Railway, or any Act or Default of the Waterford Company, or their Officers or Servants, in or about the Reception, Accommodation, Conveyance, or Delivery of the Traffic, and will fully and freely indemnify and save harmless the Junction Company from and against all Liability, Claims, and Demands in respect of any Loss, Damage, Injury, and Expense.

Article 15. The Directors and Secretary of the Junction Company, and any Persons, not exceeding Three, from Time to Time appointed by them, shall at all Times during the Term have full and free Access to and Inspection and Liberty of Transcription of all the Accounts, Receipts, and Vouchers of the Waterford Company connected with the working of the Railway and of the Traffic thereon, and of all Credits sought for Payments and Liabilities relating thereto, and the Waterford Company will afford to the Junction Company all proper and sufficient Facilities, including the Services of Clerks and the Use of Rooms, with Fire, Lights, and Stationery, for such Access, Inspection, and Transcription.

Article 16. If and whenever the Earnings of the Railway for any Month shall be insufficient for the Payment to be made thereout to the Waterford Company, according to Article 17, the Deficiency, with Interest thereon at the Rate of Five Pounds per Centum per Annum, shall be made good to the Waterford Company out of the Earnings of the Railway for the next, or, if requisite, for any subsequent Month, and the Joint Committee shall deduct and retain the same accordingly, and the Deficiency, if any, remaining unpaid at the Determination of this Agreement, with the Interest thereon, shall, on Demand, be paid by the Junction Company to the Waterford Company.

Article 17. The Junction Company will pay to the Waterford Company in full, for the Performance and Observance by them of Articles 8 to 15, both inclusive, in case not fewer than Two Trains shall be run daily each Way, the Sum of Two Shillings per Train Mile, and in case Three Trains shall be run daily each Way the Sum of One Shilling and Tenpence per Train Mile; and in case more than Three Trains shall be run daily each Way, the Sum of One Shilling and Ninepence per Train Mile; and in case One Train each Way daily shall suffice, the Sum of Two Shillings and Sixpence per Train Mile for every Train of whatever reasonable Number of Engines or Carriages or Trucks from Time to Time during the said Term run by the Waterford Company on the Railway or any Part thereof, and so in proportion according to such respective Rates for every Quarter of a Train Mile, but a Fraction of a Quarter of a Train Mile to be deemed and taken as a Quarter.

Article 18. The said respective Mileage Sums agreed to be paid to the Waterford Company according to Article 17 shall during the Term be in full for all their Expenses and Liabilities whatsoever in and about the Maintenance, Repair, Management, manning, stocking, working, and using of the Railway, and the Reception, Accommodation, and Delivery at Stations, and Conduct of the Traffic thereon, including all Expenses of Renewals of Buildings, Way, and Works, and all Expenses of providing, renewing, and using locomotive Power, Carriages, Trucks, Horses, Waggons, Carts, Tools, Machinery, Fuel,

Fuel, and Plant, and all Salaries and Wages of Station Masters, Clerks, Engine Drivers, Stokers, Guards, Pointsmen, Watchmen, Porters, Police, Workmen, Labourers, and Servants, and all Interest on the Value of the Rolling Stock, Plant, Stores, and Materials, and all other Costs, Charges, and Expenses of every Description proper and sufficient for the full working by the Waterford Company of the Railway, and their complete Performance and Observance in all other respects of their Part of Articles 8 to 15, both inclusive.

Article 19. If at any Time during the Term Passenger Duty should be imposed by the Authority of Parliament in respect of any Passenger Traffic on the Railway, then the Junction Company will bear and pay the Amount thereof, and the same shall be paid monthly out of the Earnings of the Railway.

Article 20. The Accounts to be kept by the Joint Committee for the Purposes of these Presents shall be made up and balanced to the End of each Fourth Week during the Term, and within Twenty-eight Days after the Expiration of each such Period the Sum to be paid to the Waterford Company, according to Article 17, for the then last Four Weeks, shall be paid to them out of the Earnings of the Railway for the said last-mentioned Four Weeks, and the Balance of those Earnings shall be paid to the Junction Company.

Article 21. The Accounts shall also be made up and balanced half-yearly to the Thirtieth Day of June and the Thirty-first Day of December in every Year during the Term, and on every such half-yearly balancing the monthly Accounts for the then last Half Year shall be revised, and if and where necessary shall be corrected, and every such half-yearly Revision shall be final and binding on all Parties unless objected to within Three Months of either of the half-yearly Dates before mentioned by the Company dissatisfied therewith.

Article 22. The said Accounts of each Four Weeks shall be made up and balanced by the Joint Committee, and the half-yearly Account shall be made up and balanced by them with, as to each of the Two Companies, if they respectively so think fit, the Concurrence of their Secretary, or any other Person appointed in that Behalf by them respectively.

Article 23. The Joint Committee shall receive all the Earnings of the Railway, and may deduct and retain thereout the several Sums to be paid according to this Agreement, duly crediting the Two Companies respectively with the Sums so deducted and retained, and the Joint Committee may from Time to Time pay to the Two Companies respectively any Sums on Account of the monthly Payments to be made to them respectively, according to Articles 16 and 20, duly debiting them respectively with the Sums so paid on Account.

Article 24. On the Expiration of the said Term the Waterford Company will deliver up to the Junction Company the Railway in as good Repair and satisfactory working Order and Condition as in the Opinion of the Referee is proper and sufficient.

Article 25. At least Two Calendar Months before the Completion of any Portion of the Railway intended to be opened the Junction Company will give to the Waterford Company Notice of the approaching Completion thereof,

and

and before the Expiration of these Two Calendar Months each of the Two Companies will appoint Three of their respective Directors to be Members of the Joint Committee, and will give Notice of the Appointment to the other Company.

Article 26. Each of the Two Companies, from Time to Time during the Term at their respective Pleasure, may remove any of their own Members of the Joint Committee, and appoint new Members thereof, and within Fourteen Days after any Vacancy by Death, Removal, Resignation, Disqualification, or otherwise in the Joint Committee the Company whose Director has ceased to be a Member of the Joint Commitee will appoint another of their Directors to supply his Place, but there shall not at any one and the same Time be more than Three Members of the Joint Committee appointed by either of the Two Companies.

Article 27. Each of the Two Companies will in the Month of February in every Year during the Term appoint their respective Three Members of the Joint Committee for the current Year ending with the next August, but every Member of the Joint Committee not ceasing to be a Member thereof by Removal, Resignation, or Disqualification shall remain in Office until his Successor is appointed.

Article 28. The Authority of the Joint Committee shall not be dependent on there being any Number of the Members thereof in Office at the same Time, but when the Number of the Members thereof in Office exceeds Three the Quorum of the Joint Committee shall be Four.

Article 29. The Joint Committee shall at every Meeting thereof appoint One of the Members present to be the Chairman at that Meeting.

Article 30. Every Member present at any Meeting of the Joint Committee shall have One Vote on every Question thereat, and the Chairman shall not have a Second or Casting Vote.

Article 31. In every Case of an Equality of Votes on any Question to be decided by the Joint Committee the Question shall be forthwith put to the Vote again, and if there then be an Equality of Votes thereon the Question shall be referred to the Referee, and may be referred to him by any of the Members of the Joint Committee, and his Decision in Writing thereon shall be final and binding on all Parties.

Article 32. The Joint Committee shall hold their Meetings at Dublin or at Ennis or elsewhere, as they from Time to Time during the Term determine.

Article 33. The Joint Committee shall from Time to Time during the Term appoint their own Clerk at such reasonable Salary as they think fit, which, and all the other Expenses of the Joint Committee, shall be paid to them, on Demand, in equal Shares by the Two Companies.

Article 34. The Joint Committee shall make true, proper, and sufficient Minutes of all their Proceedings, which Minutes shall from Time to Time be punctually and fairly entered in Books to be kept by them for the Purpose, and which Books shall at all Times be open to the Inspection and Transcription of the respective Directors and Secretaries of the Two Companies and such Persons as they respectively from Time to Time appoint; and the Joint Committee shall afford to them respectively free Access thereto, and all proper and

sufficient Facilities for the Inspection and Transcription thereof, including the Services of Clerks and the Use of Rooms, with Fire, Lights, and Stationery.

Article 35. The Joint Committee shall keep true, proper, and sufficient Accounts of all Traffic whatsoever on the Railway, and of all Receipts, Credits, Payments, and Liabilities in respect thereof, with all such Details of Names, Times, Places, Distances, Quantities, Weights, Measures, and other Items, and with all such Vouchers as shall respectively be proper and sufficient for the Purposes of these Presents; and the Accounts shall from Time to Time be punctually and fairly entered in proper Books of Account to be kept by the Joint Committee for the Purpose.

Article 36. Where any Traffic is conveyed in One Trip partly on the Railway and partly on any other Railway the Joint Committee shall, in the Accounts kept for the Purposes of these Presents, so apportion the Fares, Rates, and Charges for the Traffic so conveyed as that a fair Mileage Proportion thereof respectively shall be attributed to the Railway.

Article 37. The Joint Committee shall from Time to Time fix the Rates, Fares, and Charges for Traffic, and the Number and Hours of Departure of the Trains.

Article 38. If and whenever any Difference shall arise between the Two Companies as to the Construction, Intent, Effect, Incidents, Consequences, Performance, or Observance of any of these Articles, or as to any Breach or alleged Breach thereof, or as to any Claim in respect of any such Breach or alleged Breach, or as to the Mode in which any such Breach or the Consequences thereof shall be obviated or compensated for, or otherwise touching the Premises, every such Difference shall be referred to and determined by Arbitration, according to the Provisions "with respect to the Settlement of Disputes by Arbitration" of "The Companies Clauses Consolidation Act, 1845;" and both Companies shall be deemed to have concurred in the Appointment of the Referee, who shall be the single Arbitrator accordingly.

Article 39. Each of the Two Companies will in good Faith use their respective utmost reasonable Endeavours that full Effect shall be given to these Presents according to the true Intent and Meaning thereof; but if and whenever it shall be awarded by the Referee that either of the Two Companies has wilfully failed in that Behalf, the other Company shall have the Option of declining to fulfil their Part of this Agreement.

Article 40. The Waterford Company shall forthwith, by themselves or their Nominees, subscribe to and take Shares in the Undertaking of the Junction Company to the Extent of not less than Nine thousand Pounds, but they shall not be called upon to pay up more than Six thousand Pounds in respect of such Subscription unless and until the Railway is completed and opened for Traffic from Ennis to Athenry.

Article 41. If and whenever during the last Year of the Term of Years provided for by Article 8, or during the last Year of any renewed Term provided for by this Article, either of the Two Companies so require, the Two Companies respectively will use their utmost reasonable Endeavours to renew the Agreement expressed in Articles 6 to 24, both inclusive, for a further Term of Ten Years, and every such renewed Agreement shall, except only so far as the Two Companies otherwise mutually agree, or, failing Agreement between them,

them, as the Referee determines, be on the same Terms as the Agreement of which it is a Renewal.

Article 42. The Two Companies respectively will from Time to Time use their respective utmost reasonable Endeavours to procure such Assent of Shareholders and Approval by the Board of Trade, and other Sanctions, if any, as are from Time to Time proper and sufficient for giving full Effect to the Agreement expressed in Articles 8 to 37, both inclusive, and to any or every Renewal thereof, according to Article 41.

In witness whereof the said Junction Company and Waterford Company have hereunto set their Common Seals respectively the Day and Year first above written.

Present when the Common Seal of the Junction Company was hereunto affixed (the Words "Point" on First Page, and "final" on Fourth Page, having been written on Erasure, and the Words "according to Articles 16 and 20 duly debiting them respectively" on the Fifth Page, and the Words "or alleged Breach" on the Fifth Page, being first interlined):

Seal of Athenry and Ennis Junction Railway Company.

Geo. S. Gough,
Loughcooter Castle, Gort.

J. F. Nicoll,
Secretary, Athenry and Ennis Railway Company.

Present when the Common Seal of the Waterford Company was hereunto affixed:

Seal of Waterford and Limerick Railway Company.

Thomas W. Jacob,
Director.

Thomas Ainsworth,
Secretary, Waterford and Limerick Railway Company.

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