ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. xxxiv.

An Act for altering the Name of the *Banbridge, Newry, Dublin, and Belfast Junction* Railway Company to the Name "The *Banbridge Junction* Railway Company," for increasing their Capital and extending their Powers, and for other Purposes. [23d *June* 1856.]

WHEREAS by the Act of the Session of the Sixteenth and Seventeenth Years of Her present Majesty, Chapter Two hundred and eight (The *Banbridge Junction* Railway Act, 1853), a Company were incorporated by the Name of "The *Banbridge, Newry, Dublin, and Belfast Junction* Railway Company," for the making and maintaining of the *Banbridge Junction* Railway: And whereas the Company have proceeded to execute that Act: And whereas it is expedient that the Name of the Company be altered to the Name "The *Banbridge Junction* Railway Company:" And whereas by Section Four of the Act, after reciting that the estimated Expense of making the Railway was Thirty-five thousand Pounds, it was enacted that the Capital of the Company should be Forty thousand Pounds: And whereas by Sections Thirty-one, Thirty-two, Thirty-three, and Thirty-four of the Act the Company were required

16 & 17 Vict. c. ccviii.

to make and maintain a Siding, a Quay and a Quay Wall, and Bridges, with Approaches thereto, the Expense of which was underestimated by the Promoters of the Company when the Expense of making the Railway was estimated at Thirty-five thousand Pounds: And whereas of the Two thousand Shares into which by Section Five of the Act the Capital was divided only One thousand one hundred and eight Shares are now held by Shareholders, the Eight hundred and ninety-two other Shares having been forfeited: And whereas the total Sum actually paid in respect of Shares in the Capital is Twelve thousand nine hundred and fifty-seven Pounds, and there are Arrears of Calls on Shares now held by Shareholders to the Extent of Two thousand five hundred and fifty-five Pounds: And whereas by Section Twenty-four of the Act "The *Dublin and Belfast Junction* Railway Company" were authorized to become Shareholders in the Undertaking to the Extent of Five thousand Pounds, and they are Shareholders to that Extent accordingly: And whereas it is now estimated that the Expense of the Railway and other Works required by the Act will be Fifty thousand Pounds, and it is expedient that the Company be authorized to raise further Sums than they are by the recited Act authorized to raise: And whereas by Section Forty-one of the recited Act the Period for the Completion of the Railway was limited to Four Years after the passing of the Act, and it is expedient that that Period be extended: And whereas the Company have not borrowed any Money on Mortgage or Bond: And whereas in order to avoid Inconveniences arising from several Private Acts relating to the same Purposes being in force at the same Time it is expedient that the recited Act be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas the Objects of this Act cannot be attained 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:

Short Title.

I. This Act may be cited for all Purposes as "*Banbridge Junction* Railway Act, 1856."

Commencement of Act.

II. This Act shall commence and have effect on and from the Fourth *Wednesday* next after the passing thereof.

8 & 9 Vict. cc. 16., 18. (in part), & 20., and 14 & 15 Vict. c. 70. incorporated.

III. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," (except Section One hundred and twenty-three) so far as it is consistent with the "Railways Act (*Ireland*), 1851," "The Railways Clauses Consolidation Act, 1845," and "The Railways Act (*Ireland*), 1851," save so far as the Provisions of

of those Acts respectively are varied or otherwise provided for by this Act, are incorporated with this Act.

Same Meanings to Words in this Act as in Acts incorporated.

IV. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless such Construction be repugnant to the Subject or Context.

Recited Act repealed.

V. On and after the Commencement of this Act, but subject to the Provisions thereof, the recited Act shall be by this Act repealed.

Company to remain incorporated, but by Name of "The Banbridge Junction Railway Company."

VI. Notwithstanding such Repeal, the Company shall be and continue as from the passing of the recited Act incorporated, but by the Name of "The *Banbridge Junction* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands, Easements, and other Property for the Purposes but subject to the Restrictions of this Act, and with Power to make and maintain the Railway by this Act authorized, and in all other respects to execute this Act.

Change of Name not to prejudice Rights, &c.

VII. The Alteration by this Act of the Name of the Company shall not in any respect whatsoever prejudicially affect any Right, Remedy, Liability, Claim, or Demand whatsoever of the Company, or of any other Person.

General Provision for Protection of Rights under repealed Act.

VIII. Notwithstanding such Repeal, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done and suffered respectively under the recited Act shall be as valid as if this Act were not passed, and such Repeal and this Act respectively shall accordingly be subject and without prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal had not happened and this Act were not passed would be incidental to or consequent on any and everything so done and suffered respectively; and all such Rights, Liabilities, Claims, and Demands shall be enforceable and recoverable for or against the Company by their Name under this Act, in the same Manner and to the same Extent as they would be enforceable against the Company by their original Name of Incorporation if this Act were not passed: Provided always, that the Generality of the preceding Provisions shall not be restricted by any other of the Clauses and Provisions of this Act.

Company to remain entitled to their Property.

IX. Notwithstanding such Repeal, the Company shall remain and be seised and possessed of and entitled to all the Lands, Buildings, Works,

Works, Estates, Mortgages, Property, Effects, Claims, and Demands whatsoever of or to which the Company by virtue of the recited Act or otherwise howsoever were immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenants, as if this Act were not passed, and may, according to the Provisions of this Act, make and maintain the Railway and other Works and Conveniences by this Act authorized.

Contracts to be valid.

X. Notwithstanding such Repeal, all Contracts, Agreements, Conveyances, Mortgages, Bonds, Liabilities, and Securities made or entered into with, to, or in favour of, or by or for or on behalf of the Company by their original Name of Incorporation, or to which the Company were liable before the Commencement of this Act, shall from and after the Commencement of this Act be and remain as good and effectual in favour of, against, and with respect to the Company as if this Act were not passed, and may be proceeded on and enforced by or against the Company by their Name under this Act accordingly.

Actions, &c. not to abate.

XI. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or be prejudicially affected by this Act, but on the contrary the same shall continue and take effect both in favour of and against the Company in like Manner in all respects as in case this Act were not passed the same would continue and take effect in favour of and against the Company; and all Offences against the Provisions of the recited Act committed before the Commencement of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act were not passed.

Maps, &c. deposited, to remain where deposited.

XII. Notwithstanding such Repeal, all Maps, Plans, Books of Reference, Schedules, Estimates, and other Documents and Copies respectively deposited for the Purposes of the recited Act or any of them with the Commissioners of Public Works in *Ireland*, or any Clerks of the Peace, Clerks of Poor Law Unions, or other Officers, shall remain in their respective Custody as if they had been deposited for the Purposes of this Act according to the Provisions of the Act of the First Year of Her present Majesty, Chapter Eighty-three, and "The Railways Act (*Ireland*), 1851," respectively; and those Officers respectively shall permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken accordingly.

Deposits with Clerks of Unions, in

XIII. Notwithstanding such Repeal, the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to Deposits with Postmasters,

Postmasters, shall for the Purposes of this Act continue to be read as if such Deposits were by "The Railways Clauses Consolidation Act, 1845," directed to be made with Clerks of Unions.

lieu of Postmasters, to continue.

XIV. Notwithstanding such Repeal, in every Case in which under the Provisions or for any of the Purposes of the recited Act any Money was before such Repeal paid by the Company into the Bank of *Ireland*, or into the Bank of *England*, or to any Trustee or Trustees as Purchase or Compensation Money, or on any Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time invested, and the Income and Proceeds thereof, shall, after the Commencement of this Act, be applied and disposed of pursuant to the recited Act.

Monies paid into Bank to remain.

XV. Notwithstanding such Repeal, all Certificates, Sales, Transfers, and Dispositions before the Commencement of this Act, made or executed under the recited Act of or with respect to any Shares of the Company, shall remain in full Force, and continue and be available in all respects.

Certificates and Transfers of Shares to remain in force.

XVI. Notwithstanding such Repeal, the several Persons who immediately before the Commencement of this Act were Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the Commencement of this Act was not paid, with all Interest (if any) due or to accrue due thereon, to the Company, when and as the same shall, according to the Provisions of this Act, be called up or otherwise demanded by the Company.

Subscriptions for Shares to be paid.

XVII. Notwithstanding such Repeal, all Persons who immediately before the Commencement of this Act owed any Sum of Money to the Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due or to accrue due for the same, to the Company; and all Debts and Monies which immediately before the Commencement of this Act were due or owing by or recoverable from the Company, or for the Payment of which the Company were or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the Company.

Debts to be paid to and by Company.

XVIII. Notwithstanding such Repeal, all Byelaws, Notices, and Proceedings of the Company or of the Directors thereof made and taken before the Commencement of this Act, and all Books, Accounts, Documents, and Writings whatsoever of or relating to the Company shall, for the Purposes of this Act, continue of full Force and Effect

Byelaws, &c. to remain in force.

as if this Act were not passed, and such Byelaws may be enforced and all Penalties thereunder may be recovered accordingly: Provided always, that unless such Byelaws be sooner re-enacted, they shall at the End of Six Months after the Commencement of this Act cease to be of any further Force.

Resolutions, &c. continued.

XIX. Notwithstanding such Repeal, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors of the Company, which immediately before the Commencement of this Act were binding on the Company, or their Directors, Officers, or Servants, or any of them, shall continue in full Force as if this Act were not passed.

Books to be Evidence.

XX. Notwithstanding such Repeal, all Books, Certificates, Writings, and Documents by the recited Act directed or authorized to be kept or made, and which, if this Act were not passed, would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers to continue.

XXI. Notwithstanding such Repeal, every Officer and Servant appointed by virtue of or acting under the Authority of the recited Act shall hold and enjoy his Office and Employment, and the Salary thereunto annexed, and be deemed an Officer and Servant of the Company until he be removed by them from such Office and Employment; and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever, as if he were appointed under this Act.

Powers of the Dublin and Belfast Junction Railway Company to subscribe to the Undertaking to remain.

XXII. Notwithstanding such Repeal, it shall be lawful for the *Dublin and Belfast Junction* Railway Company, out of any Surplus Capital they may possess, to advance or lend, by way of Mortgage or Loan, to or to subscribe towards and become Shareholders in the Undertaking by the recited Act and this Act respectively authorized, either in their own Names or in the Name or Names of any Person or Persons to be appointed by them, to the Extent of Five thousand Pounds.

Capital.

XXIII. The Capital of the Company shall be Sixty thousand Pounds, consisting of their original Capital of Forty thousand Pounds and an Addition thereto of Twenty thousand Pounds.

Amount of Shares.

XXIV. Except as is by this Act otherwise provided, the Amount of every Share in the Capital shall be Twenty Pounds.

XXV. Except

Calls.

XXV. Except as by this Act otherwise provided, the Amount of a Call on any Share shall not exceed Five Pounds, and Three Months at least shall be the Interval between successive Calls, and the aggregate Amount called up on a Share in a Year shall not exceed Three Fourths of the nominal Amount of the Share.

Unissued new Shares may be cancelled and extinguished.

XXVI. If after having created under this Act any new Shares, the Company determine not to issue the whole of such new Shares, they may cancel the unissued new Shares; and every new Share so from Time to Time cancelled, and all Rights and Liabilities in respect thereof, shall thereupon be by this Act extinguished.

New Shares.

XXVII. The Company from Time to Time may raise by new Shares such Part of their existing Capital as was represented by the Eight hundred and ninety-two forfeited Shares and the additional Capital of Twenty thousand Pounds by this Act authorized, and may issue in lieu of any Shares or new Shares from Time to Time cancelled or forfeited new Shares of an aggregate Amount not exceeding the aggregate Amount of the Shares and new Shares so cancelled or forfeited.

Limit of Shares.

XXVIII. Provided always, That the total Amount of all the Shares in the Capital shall not at any one Time exceed the aggregate of the Sum of Sixty thousand Pounds and the Amount of Loan converted into Share Capital.

New Capital to be Part of general Capital.

XXIX. The new Capital from Time to Time raised by the Company by new Shares under this Act shall be Part of the general Capital of the Company; and, except as by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by such new Capital and the Shares therein as to and by the Company's original Capital and the Shares therein.

Classes and Privileges of new Shares.

XXX. Subject to the Provisions of this Act, the Company from Time to Time, with the Approbation of Three Fifths at least of the Votes of the Shareholders present, personally or by Proxy, at any General Meeting held for that Purpose, may create and issue the new Shares by this Act authorized, either of one Class and with like Privileges, or of several Classes and with different Privileges, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend, not exceeding the yearly Rate of Seven Pounds Ten Shillings in the Hundred as the Company from Time to Time think fit, and may from Time to Time fix as they think fit the Amount and Times of Payment of the Calls on the new Shares: Provided always, that all the Shares of the same Class

Class shall be of the like Amount, and all the Shares of the same Class shall confer like Privileges and bear like Dividend.

Saving Rights of preferential Shares.

XXXI. Provided always, That the granting of such Preference or Priority in the Payment of Interest or Dividend shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting.

If ordinary Shares at a Premium, new Shares to be offered to the Holders of ordinary Shares.

XXXII. If at any Time when the Company resolve to raise any Capital by new Shares their then ordinary Shares are at a Premium, the new Shares to be then issued shall be of such Amount as will conveniently admit of their being apportioned among the then Holders of the ordinary Shares in proportion to the Number of ordinary Shares then held by them respectively, and shall be offered to them in that Proportion.

Offer of new Shares to be made by Letter.

XXXIII. Every such Offer of new Shares shall be made by Letter under the Hand of the Secretary, given or sent by Post, addressed to every such Shareholder according to his Address in the Share Register Book, or left for him at his usual or last known Place of Abode in the United Kingdom; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

XXXIV. Such new Shares shall vest in and belong to the Shareholders who accept the same and pay the Calls thereon at the Times and by the Instalments respectively fixed by the Company.

Disposal of unaccepted new Shares.

XXXV. If any Shareholder fail for One Month after any such Offer of new Shares to accept the same, the Company may dispose of the new Shares so offered and not accepted to any other Persons.

Enlargement of Time for Acceptance of Shares.

XXXVI. Provided always, That the Directors if they think fit, but not otherwise, may permit any Shareholder who, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time limited by this Act his Acceptance of the new Shares offered to him to accept them, notwithstanding such Time have elapsed.

General Disposal of new Shares.

XXXVII. Except as by this Act provided with respect to offering new Shares to existing Shareholders of ordinary Shares, the Directors from Time to Time may dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit.

XXXVIII. Every

Dividends on new Shares.

XXXVIII. Every Person who becomes entitled to any new Shares shall, in respect of the same, be a Shareholder in the Company; and except so far as the Company by their Resolutions for the issuing thereof otherwise determine, or as is by this Act otherwise provided, shall be entitled to a Dividend with the other Shareholders proportioned to the whole Amount from Time to Time paid up on such new Share.

Votes and Qualifications in respect of new Shares.

XXXIX. Except so far as the Company by their Resolution for the issuing thereof otherwise determine, the new Shares shall confer on the Holders thereof Rights of voting and Qualifications in proportion to the nominal Amount thereof: Provided always, that if any new Shares be of a nominal Amount other than Twenty Pounds, the Holder of any of such new Shares shall, as regards his new Shares and with respect to such Rights of Voting and Qualifications, be deemed a Holder of One Share in respect only of every entire Sum of Twenty Pounds in the aggregate nominal Amount of his new Shares.

Interest not to be paid on Calls paid up.

XL. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay 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 that Behalf of the "Companies Clauses Consolidation Act, 1845."

Power to borrow on Mortgage.

XLI. The Company from Time to Time may borrow on Mortgage or Bond any Sums not exceeding Twenty thousand Pounds: Provided always, that the Company shall not borrow any Sum exceeding Eight thousand Pounds until the whole of the new Capital be subscribed for and One Half thereof be paid up; and nothing must be borrowed until Forty thousand Pounds of Capital has been subscribed for and is held by Subscribers, and One Half is paid up.

Arrears may be enforced by Appointment of a Receiver.

XLII. The Mortgagees of the Company may enforce the Payment of the Arrears of the Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be One thousand Pounds.

Deposits on future Bill not to be made out of Company's Capital.

XLIII. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time 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 make any Railway or execute any other Work or Undertaking.

Application of Monies raised under this Act.

XLIV. All Monies raised by the Company under this Act shall be applied only for Purposes by this Act authorized, and for no other Purpose whatsoever.

General Meetings.

XLV. The Ordinary Meetings of the Company shall be held half-yearly in the Months of *March* and *September*, or at such other fixed Times as the Company, by the Resolution of an Extraordinary Meeting from Time to Time, may appoint; and all Meetings of the Company and of the Directors shall be held at *Banbridge*, or at such other convenient Place as the Directors from Time to Time appoint.

Quorum of Meetings of Company.

XLVI. The Quorum for every Meeting of the Company, whether ordinary or extraordinary, shall be Ten Shareholders present, personally or by Proxy, and holding Shares of an aggregate nominal Amount not less than Three thousand Pounds.

Number of Shareholders forconvening Extraordinary Meetings.

XLVII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten Shareholders holding Shares of an aggregate nominal Amount not less than Three thousand Pounds.

Number and Qualification of Directors.

XLVIII. The Number of the Directors shall be Six, and the Qualification of a Director (except the Director appointed by the *Dublin and Belfast Junction* Railway Company) shall be the Possession in his own Right of at least Ten Shares.

Quorum.

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

Present Directors continued.

L. The Persons who on the Commencement of this Act are the Directors of the Company shall continue in Office, and shall retire from Office in the same Rotation as that in which they would retire if this Act were not passed.

One Director for Dublin and Belfast Junction Railway Company.

LI. When and so long as the *Dublin and Belfast Junction* Railway Company continue Shareholders of the Company to the nominal Amount of Five thousand Pounds, the Directors of the *Dublin and Belfast Junction* Railway Company may from Time to Time, without any Control or Interference of the Shareholders of the Company, appoint One Member of their own Board to be a Director of the Company, and the Dircctor so appointed shall be qualified to act as a Director of the Company without being a Shareholder thereof.

LII. When

Five Directors for Shareholders.

LII. When and so long as the *Dublin and Belfast Junction* Railway Company so continue Shareholders, Five only of the Directors of the Company shall be elected by the other Shareholders thereof, and such Directors shall be so elected without any Control or Interference of the *Dublin and Belfast Junction* Railway Company, or any Person on their Behalf.

Six Directors for Shareholders.

LIII. If the *Dublin and Belfast Junction* Railway Company cease to be Shareholders of the Company to the nominal Amount of Five thousand Pounds, the Six Directors of the Company shall thenceforth be elected by the Shareholders: Provided always, that the Vacancy occasioned by such Cesser need not be filled up until the then next General Meeting.

Election of Directors by Shareholders.

LIV. At the First Ordinary Meeting in the Year One thousand eight hundred and fifty-seven, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by Proxy, exclusive of the Representatives of the *Dublin and Belfast Junction* Railway Company, shall elect Persons to supply the Place of the Directors then retiring from Office in rotation; and the several Persons elected at any such Meeting being neither removed nor disqualified nor having resigned shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845."

Quorum of Committees.

LV. The Quorum of a Meeting of a Committee of Directors shall be Two Members thereof.

Qualification of Auditors.

LVI. The Qualification of an Auditor shall be the same as the Qualification of a Director.

Periods for Balance and Inspection of Books.

LVII. The Periods to which the Books of the Company shall be brought to Balance shall be the Thirty-first Day of *December* and the Thirtieth Day of *June* in every Year.

Power to make Railway and take Lands for the same.

LVIII. Whereas an amended Plan and Section of the Railway and the Works connected therewith, showing the Lines and Levels thereof respectively, and an amended Book of Reference thereto, were on or about the Eighth Day of *April* One thousand eight hundred and fifty-three deposited with the respective Clerks of the Peace for the Counties of *Down* and *Armagh:* Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway and the Works connected therewith in the Lines and upon the Lands delineated on that amended Plan, and described in that Book of Reference, and according to the Levels shown by that amended Section, and may enter upon, take, and use such of those Lands as shall be necessary for the Purpose.

LIX. Pro-

Not to take Land of J.G. Bell without his Consent.

LIX. Provided always, That nothing in this Act shall authorize the Company to enter upon, take, and use any of the Property belonging to *James Greer Bell* situate in the Townland of *Tullylish* and Parish of *Tullylish*, without the previous Consent of the said *James Greer Bell*.

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

LX. Nothing in this Act shall in anywise prejudice or affect any Contract entered into or Notice given by the Company before the Commencement of this Act for purchasing, taking, or using any Lands, but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings shall 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 were not passed.

Lands for extraordinary Purposes.

LXI. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed Twenty Acres.

Line of Railway.

LXII. The Line of Railway shall commence by a Junction with the *Dublin and Belfast Junction* Railway at or near to the Town of *Scarvagh* in the Townland of *Aughlish*, Parish of *Ballymore* and County of *Armagh*, and terminate in a Field at or near the Town of *Banbridge* in the Townland of *Edenderry* in the Parish of *Seapatrick* and County of *Down*.

Siding to the Newry Canal near Scarvagh.

LXIII. The Company shall at their own Expense make and maintain a proper and sufficient Siding for the Railway, such Siding to commence at or near to the proposed Junction with the *Dublin and Belfast Junction* Railway near *Scarvagh*, and to terminate on the Western Side of the *Newry* Canal near to the Point where the present County Bridge crosses the Navigation or Canal near *Scarvagh*.

Quay and Quay Wall on the Side of the Newry Canal.

LXIV. The Company shall also at their own Expense make and maintain a Quay and Quay Wall, at least Two hundred Feet long on the Western Side of the *Newry* Canal at the Terminus of the Siding.

Works to be made in such Manner as shall be approved, &c.

LXV. The Siding, Quay, and Quay Wall shall be made in such Manner as shall be approved by the Engineer of the *Newry* Navigation Company.

Bridges over the Newry Canal.

LXVI. In carrying the Railway over the *Newry* Canal, the Company shall make and at all Times for ever thereafter maintain and keep up good and substantial Bridges over the Canal and the Towing-path thereof, with Approaches to the Bridges respectively, leaving a Waterway of at least Eighteen Feet in the Clear for the Purposes of the

the Navigation, and a Horse Towing-path of at least Six Feet in Breadth.

Penalty on impeding Navigation.

LXVII. During such Times as the Bridges over the Canal are building or repairing, and at all other Times, the Company shall keep the Waterway at and about the Bridges free and clear, so that Vessels navigating thereupon have sufficient and convenient Room to pass thereon; and in the event of the Waterway being in any way obstructed by the Company or their Works and Servants, so that Flats, Barges, or Vessels navigating the Canal shall not be able to pass along the same, the Company shall forfeit not exceeding Twenty Pounds for every Day during which the Waterway is so obstructed, such Penalties to be recovered and applied in manner directed by "The Companies Clauses Consolidation Act, 1845."

Certain Roads may be crossed on the Level.

LXVIII. Subject to the Provisions of this Act, the Company in making the Railway may carry it with a single Line of Rails across and upon the Level of the several public Roads numbered on the Plans deposited as aforesaid, as follows; (that is to say,)

The Road numbered 34 in the Townland of *Edenderry* in the Parish of *Seapatrick:*

The Roads numbered respectively 5 and 21 in the Townland of *Lisnafiffy*, in the Parish of *Seapatrick:*

The Road numbered 40 in the Townland of *Drumnascamph* in the Parish of *Tullylish:*

The Road numbered 4 in the Townland of *Drumhorc* in the Parish of *Tullylish.*

Stations or Lodges to be erected where Roads cross on the Level.

LXIX. For the greater Convenience and Security of the Public the Company shall make and permanently maintain either a Station or Lodge at the Points where those Roads are crossed on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with respect to the crossing of those Roads on the Level, or with respect to the Speed at which Trains shall pass those Roads, as are from Time to Time made by the Board of Trade; and if the Company fail to make or at all Times maintain any such Station or Lodge, or to 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, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a Penalty of Ten Pounds for every Day such Offence continues after such Penalty of Twenty Pounds is incurred.

Board of Trade may require Bridges in lieu of level Crossings.

LXX. The Board of Trade, if it appear to them necessary for the Public Safety at any Time either before or after the Railway is completed and opened for public Traffic, may require the Company, within

within such Time as the said Board of Trade direct, and at the Expense of the Company, to carry any of those Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case appear to the Board of Trade the best adapted for removing or lessening the Danger arising from any such level Crossing.

Period for Completion of Railway.

LXXI. The Railway shall be completed within Three Years after the Commencement of this Act, and on the Expiration of that Period the Powers of the Company for making the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway as is then completed.

Penalty for neglecting to open Railway within limited Period.

LXXII. If the Railway be not completed and opened for public Traffic within the Period limited for the Completion thereof, the Company shall forfeit to Her Majesty a Sum not exceeding Twenty Pounds for every Day during which such Railway shall remain unopened.

Compensation for Parties aggrieved by Extension of Time for completing Railway.

LXXIII. The Justices, Arbitrators, Umpires, or Juries respectively, as the Case may be, who, under the Provisions of this Act, 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 which may be taken and used for the Railway or Works, or any of them, or which may be injuriously affected by the making of the Railway or Works, 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 by this Act of the Period for the Completion of the Railway.

Power to enter into Agreements with the Dublin and BelfastJunction Railway Company.

LXXIV. The *Dublin and Belfast Junction* Railway Company and the *Banbridge Junction* Railway Company may from Time to Time enter into mutual Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Use and working by the *Dublin and Belfast Junction* Railway Company of all or any Part of the Railway of the *Banbridge Junction* Railway Company, and the Use of the Works and Conveniences belonging thereto:

The Conveyance by the *Dublin and Belfast Junction* Railway Company of the whole or any Part of the Traffic upon the said Railway:

The Division and Apportionment of such Traffic between the said Companies:

The Supply of any Rolling or Working Stock required for such Purposes:

The

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

The Costs and Expenses of such Working, Management, Maintenance, and Repairs:

The Forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies of any Passenger or other Traffic which may be conveyed upon and from the Railway of the *Dublin and Belfast Junction* Railway Company to and along the *Banbridge Junction* Railway or any Part thereof, or which may be conveyed upon and from the *Banbridge Junction* Railway to and along the *Dublin and Belfast Junction* Railway or any Part thereof:

The Collection, Delivery, and general Conduct of such Traffic:

The Division between the said Companies of the Receipts arisin from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deduction to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them by virtue of the said Agreements.

Duration of Agreement, and to be approved by Board of Trade.

LXXV. Any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or Persons 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 said 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: 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 several Companies, Parties thereto, in Special Meeting assembled for that Purpose.

Agreement not to affect Persons not Parties thereto.

Appointment of Joint Committee for carrying the Agreement into effect.

LXXVI. The said Companies may by any such Agreement as aforesaid appoint a Joint Committee composed of such Number of Directors of the said Companies, Parties to the said Agreement, as the the said 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 said 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

like Manner as the same might have been had and exercised by the said Companies respectively, or their respective Directors.

Agreement may be renewed, with the Approval of the Board of Trade.

LXXVII. At the Expiration of the said Agreement or of any future Agreement the said Companies, with the Consent in Special Meeting of the Shareholders of such Companies respectively, and subject to the Approval of the Board of Trade, may from Time to Time enter into a further Agreement for not more than Ten Years from the Expiration of the preceding Agreement for all or any of the Purposes aforesaid: Provided that, before such Companies shall enter into any such further Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement by Advertisement in a Form to be approved of by the Board of Trade, 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 Agreement 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 Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

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

Agreement inoperative until approved by Board of Trade.

Meeting, how to be convened.

LXXVIII. That a Meeting of any Company for the Purposes aforesaid shall be called by Advertisement, inserted once at least in Two successive Weeks in a Morning Newspaper published in *Dublin*, 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 a Circular addressed to such Shareholders as shall be entitled to vote at such Meetings of the 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.

Working Arrangements, &c. not to take effect unless approved by Three Fifths of the Shareholders.

LXXIX. None of the Powers and Provisions of this Act with respect to the use, working, or managing of the *Banbridge Junction* Railway by the *Dublin and Belfast Junction* Railway Company, or with respect to the Interchange of Traffic between the said Companies, shall have any Operation or Effect unless and until the Contracts or Arrangements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Company specially convened for that Purpose.

Traffic on both Lines not to be

LXXX. In estimating the Tolls or Charges to be paid during the Continuance in force of any such Contract or Agreement as aforesaid in

in respect of Articles or Persons conveyed for short Distances partly upon the *Dublin and Belfast Junction* Railway and partly upon the Railway of the Company, it shall not be lawful to demand and take such Tolls or Charges as for Six entire Miles in respect of the Distance traversed on the *Dublin and Belfast Junction* Railway, and also as for Four entire Miles in respect of the Distance traversed on the Railway of the Company, but the Distance traversed shall be reckoned continuously on both Railways, as if the said Railways were One Railway.

subject to Two Mile Clauses on both Lines.

LXXXI. If any Dispute or Difference arise between the Company and any other Company using the Railway concerning the Tolls to be charged for the User thereof, or concerning the Time or Method of forwarding the Traffic thereon, or concerning any Cause or Thing wherein the Convenience of the Public or the Interest of the Companies or either of them may be concerned, such Dispute or Difference shall, at the Request of either Party, be referred to Arbitration under the Provisions of "The Railways Clauses Consolidation Act, 1845."

Disputes with other Companies to be referred to Arbitration.

LXXXII. Any Act done or Proceeding taken for carrying into effect any Agreement between the Company and the *Dublin and Belfast Junction* Railway Company for the working and Use of the Railway for the Term of Twenty-one Years shall and may be carried into effect and concluded under the Provisions of the "*Banbridge Junction* Railway Act, 1853," and remain as good, valid, and effectual as if this Act had not been passed, subject however to the Approval of the Board of Trade.

Any Proceeding taken under the former Act with respect to any Agreement with the Dublin and Belfast Company to be valid.

LXXXIII. The Company may demand and take any Tolls for the User of the Railway not exceeding the following; (that is to say,)

Tolls.

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

Tonnage on Articles of Merchandise.

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

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, 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, not exceeding One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Halfpenny a Ton a Mile:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, not exceeding Twopence a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Halfpenny a Ton a Mile:

For all Cotton and other Wools, Linen, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, not exceeding Threepence a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Halfpenny a Ton a Mile:

For every Carriage of whatever Description, and 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, not exceeding Sixpence a Mile:

And a Sum of Twopence a Mile for every additional Quarter of a Ton which any such Carriage weighs; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding Twopence a Mile.

In respect of Passengers and Animals conveyed in Carriages upon the Railway, or any Part thereof, as follows:

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

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in and upon any such Carriage belonging to the Company not exceeding Fivepence a Mile:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Twopence a Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny a Mile:

For every Calf, or Pig, Sheep, Lamb, or other small Animal conveyed in or upon such Carriage not exceeding One Halfpenny a Mile.

Tolls for propelling Power.

LXXXIV. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny a Mile for every Passenger or Animal, or for every Ton of Goods

Goods or other Articles, in addition to the several other Tolls by this Act authorized.

Maximum Charges for Conveyance of Passengers.

LXXXV. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the User of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage the Sum of Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage the Sum Twopence a Mile.

For every Passenger conveyed in a Third-class Carriage the Sum of One Penny a Mile.

Restrictions as to Charges not to apply to Special Trains.

LXXXVI. The Restrictions of this Act as to Charges to be made for Passengers and Articles shall extend not to any Special Trains, but only to the Express and Ordinary Trains from Time to Time appointed by the Company.

Maximum Charges for Conveyance of Goods and Cattle.

LXXXVII. The Company shall not charge in respect of the following Articles, Matters, and Things, and of the following Descriptions of Animals respectively conveyed on the Railway any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance (except a reasonable Charge for the Expenses of loading and unloading, where such Service is performed by the Company), than the several Sums following; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Twopence a Ton a Mile:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, 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, Twopence a Ton a Mile:

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

For all Cotton and other Wools, Linen, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, Fivepence a Ton a Mile:

For every Carriage of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, and not weighing

weighing more than One Ton, carried or conveyed on a Truck or Platform, Sixpence a Mile, and One Penny Halfpenny additional for every Quarter of a Ton which such Carriage may weigh:

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, Fourpence a Mile:

For every Calf conveyed in or upon any such Carriage, Twopence a Mile:

And for every Pig, Sheep, Lamb, or other small Animal conveyed in or upon such Carriage, One Penny a Mile.

Regulations as to the Tolls.

LXXXVIII. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls as for Four Miles:

For a Fraction of a Mile beyond Four Miles the Company may demand Tolls on Merchandise, Articles, Matters, or Things for such Fraction, in proportion to the Number of Quarters of a Mile contained therein; and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and in respect to Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

With respect to all Articles, except Stones and 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.

LXXXIX. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand and take the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway or any Part thereof as follows:

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

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

For

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:

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, any Sum the Company think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up as separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that 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 exceeds Four Tons, but does not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence a Ton a Mile:

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

Company may take increased Charges by Agreement.

XC. Nothing in this Act shall prevent the Company from taking any increased Charge over and above the Charges by this Act 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.

XCI. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for a First-class Passenger, One hundred Pounds in Weight for a Second-class Passenger, and Sixty Pounds in Weight for a Third-class Passenger, without any Charge being made for the Carriage thereof.

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

XCII. This Act or anything therein shall not 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 or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or the maximum Rates for small Parcels by this Act respectively authorized.

Expenses of Act.

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

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