# CHAPTER cxxx.

An Act for enabling the Dublin and Drogheda Railway Company to acquire additional Lands and to widen Bridges; and for other purposes. [7th July 1873.] A.D. 1873.

WHEREAS it is expedient that the Dublin and Drogheda Railway Company (in this Act called "the Company") should be empowered to acquire for purposes connected with their undertaking the lands, houses, and buildings, and also to widen the bridges in this Act respectively mentioned:

And whereas plans and sections of the proposed works, and plans of the lands above referred to and by this Act authorised to be acquired, and also books of reference, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, were duly deposited with the clerk of the peace for the county of the city of Dublin, with the clerk of the peace for the county of Dublin, and with the clerk of the peace for the county of Meath respectively, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas it is expedient that further power be conferred upon the Company with reference to the sale, lease, or other disposal of lands acquired by the Company which are not or eventually may not be required for the purposes of their undertaking:

And whereas by an Act (local and personal) passed in the session of Parliament held in the 10th and 11th years of the reign of Her present Majesty, chapter 180 (herein-after referred to as "the Amalgamation Act"), it was among other things enacted (section 25), that it should be lawful for the Dublin and Drogheda Railway Company, the Dublin and Belfast Junction Railway Company, the Ulster Railway Company, and the Dundalk and Enniskillen Railway Company, or any of them, to amalgamate and form one company, upon such terms and conditions, for such considerations, and subject to such agreements and stipulations as they should 10 & 11 Vict. c. clxxx.

A.D. 1873.

mutually agree upon, but subject to the provisions therein-after contained: And whereas the provisions so referred to were that no such amalgamation should take place without the consent of three fifths of the proprietors of each of the amalgamating companies present in person or by proxy at two successive special general meetings with an interval of not less than four weeks after the first of such meetings, and that notice of such intended amalgamation should be published as therein prescribed: And whereas in the said Act it was further declared and enacted, that all such preliminary conditions having been complied with, the companies so agreeing to amalgamate should as from the day mentioned in such notice for the commencement of the amalgamation be amalgamated and form one united company, and that the capital of the united company should be the aggregate amount of the respective capitals of the amalgamating companies at the period of such amalgamation, and should be divided into such numbers of shares of such nominal amount and distributed among the proprietors of the respective capitals of the amalgamating companies in such shares and proportions as should have been agreed on by those companies prior to such amalgamation:

And whereas no amalgamation has yet been made of any or either of the said companies under the power given by the said recited Act, but the Company and the Dublin and Belfast Junction Railway Company, though willing and desirous to effect an amalgamation in virtue of the power so conferred, have not hitherto been able to agree upon the terms and conditions on and subject to which the amalgamation should take effect:

And whereas the said two companies desire to obtain Parliamentary powers to settle the terms and conditions of such amalgamation by arbitration if they should each so desire, but without making it compulsory on them or either of them to proceed to any such arbitration:

And whereas since the passing of the said Act the ordinary share capitals of the said two companies respectively have been converted into stock, and it is expedient that the ordinary capital of the united Company should also consist of stock and not be divided into shares as prescribed by the said Act, and that some other of the provisions of that Act should also be amended:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal

and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

**1.** This Act may be cited for all purposes as The Dublin and Drogheda Railway Act, 1873.

Provisions of general Acts herein named incorporated.

**2.** The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, as amended by the Railways Acts (Ireland), 1851, 1860, and 1864, and the Railways Traverse Act, and sections 7, 8, 9, and 10 of the Railways Clauses Consolidation Act, 1845, which shall with reference to this Act be read and construed as if the expression "clerks of the unions within which such parishes are included in Ireland" or the words "clerk of the union" (as the case may be) had been used and inserted in such sections in lieu of the expression "the postmasters in or nearest such parishes in Ireland" or in lieu of the word "postmasters" (as the case may be).

Interpretation of terms.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction.

Power to Company to acquire additional lands for general purposes.

**4.** Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, and use, and appropriate to the purposes of their undertaking, all or any of the lands and buildings following, delineated on the deposited plans thereof and described in the deposited books of reference relating thereto:

Certain lands, houses, and buildings in the parish of St. Thomas and county of the city of Dublin, situate on the south-east side of and adjoining the present line of the railway of the Company, and lying between the said railway, the north-east side of Seville Place, the backs of the houses on the north-west side of Coburg Place, the backs of the houses on the north-east side of Whitworth Row, and the north-west side of Oriel Street Lower:

Certain lands, houses, and buildings in the same parish and county, on the south-east side of and adjoining the said railway, and lying between that railway and the south-west

A.D. 1873.

side of Seville Place and the north-west side of Oriel Street Upper:

Certain lands in the same parish and county, situate at the south-east side of the bridge which carries the said railway over the West Wharf branch of the Midland Great Western Railway of Ireland Company:

Certain lands and buildings lying within the place called the Custom House Docks in the same parish and county, on the eastern side of and adjoining Amiens Street between the end of the Company's station and the end of Store Street:

Certain lands situate at Navan in the parish of Navan in the townland of Dillonstown in the county of Meath, lying near to and adjoining and east of the Navan station of the Company.

Confirmation of agreement with Dublin Port and Docks Board.

**5.** The articles of agreement set forth in the schedule to this Act are hereby confirmed and made binding on the Company and the Dublin Port and Docks Board respectively, and full effect may and shall be given thereto; and in case the provisions contained in those articles of agreement and the provisions of this Act shall in any respect whatever conflict or be inconsistent, the provisions of those articles of agreement shall throughout prevail.

Power to widen bridges.

**6.** Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, widen on the south-east sides thereof the bridges by which the Company's railway is carried over Sheriff Street, Seville Place, and the West Wharf branch of the Midland Great Western Railway of Ireland Company respectively, all in the parish of St. Thomas in the county of the city of Dublin, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference respectively relating thereto as may be necessary for that purpose.

Powers for compulsory purchases limited.

**7.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to Company to apply corporate funds to purposes of this Act.

**8.** The Company may apply to the purposes of this Act any moneys which they now have in their hands, or which they have power to raise by shares or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Extension of time for sale of certain superfluous lands.

**9.** The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and

hold any lands belonging to them in the parishes of St. Thomas in the county of the city of Dublin, Killester, Kilbarrack, Howth, Baldoyle, Malahide, Lusk, Holmpatrick, and Balbriggan in the county of Dublin, St. Mary's partly in the county of the town of Drogheda and partly in the county of Meath, and Julianstown, Colp, Duleek, Knockcommon, Painstown, Navan, Ardbracken, Donaghpatrick, Kells, and Oldcastle in the county of Meath, which have not yet been applied to the purposes of the Company or sold or disposed of by them, for the periods following; (that is to say,) as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act, and as regards the other of said lands for the period of five years from the passing of this Act; but the Company shall, at the expiration of such respective periods of ten years and five years, sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking.

Terms of amalgamation of the Company and the Dublin and Belfast Junction Railway Company may be settled by arbitration.

**10.** If and whenever the preliminary conditions prescribed by the Amalgamation Act have been in all respects duly complied with, it shall be lawful for the Company and the Dublin and Belfast Junction Railway Company, in case they shall not be able to agree on the terms and conditions of their amalgamation, and if they shall consider it expedient so to do, but not otherwise, to refer all or any matters on which they shall fail to agree as to the terms and conditions to be settled and determined by an arbitrator to be appointed by them conjointly if they shall agree in the appointment of one such arbitrator, or otherwise by two arbitrators to be appointed one by each of them, or by an umpire to be named and appointed by such two arbitrators as to any matters on which they shall fail to agree, or to be named and appointed by the Board of Trade on the application of either Company if for seven days after notice from either to the arbitrators requiring them to appoint an umpire they shall fail to do so, and the terms and conditions which shall upon such reference be settled and determined by the said arbitrator or arbitrators or umpire, as the case may be, shall be those on which the amalgamation shall be effected; and from and after the day mentioned as in the Amalgamation Act is provided for the commencement of the said amalgamation, or if no such day shall have been mentioned then from and after a day to be named by the said arbitrator or arbitrators or umpire in their or his award, the same shall take effect

A.D. 1873.

accordingly, and thereupon and thereafter the ordinary capital stock of the united Company shall be divided and apportioned among the respective proprietors in such proportions as the two Companies respectively shall by resolution of their respective proprietors at the meetings to be held in accordance with the provisions of the Amalgamation Act have agreed, or if not so agreed as shall be settled and determined by the said arbitrator or arbitrators or umpire as part of the terms and conditions of the said amalgamation, and it shall not be necessary to divide the said ordinary capital stock into shares:

Proviso.

Provided always, that notwithstanding anything contained in the Amalgamation Act or in any other Act relating to either of the two Companies, the amalgamation of those Companies shall be effected only subject to and in accordance with the following provisions; that is to say,

Capital.

1. The capital in shares or stock of the united Company shall be of such an amount not exceeding the aggregate of the authorised capital in shares or stock of the two Companies as shall be agreed upon between them, or failing agreement as shall be settled by arbitration under the provisions of this Act:

Capital not raised.

2. All the powers of each of the two Companies as to the raising of further capital, whether by the creation and issue of shares or stock, or by borrowing and re-borrowing, or by the creation and issue of debenture stock, which at the time of the amalgamation are subsisting and have not then been exercised or fully exercised shall continue in force and may be exercised by the united Company in their own name and under their own seal and upon the credit and security of the united undertaking to the extent and subject to the provisions to and subject to which they might have been exercised by each of the two Companies if the amalgamation had not taken place; and all shares and stock of each of the two Companies which shall have been created but not issued at the time of the amalgamation shall belong to and shall be shares and stock of the united Company, and may be issued by that Company for the purposes of their undertaking, and that Company shall have and may exercise in respect of any shares of each of the two Companies all the powers contained in Part I. (relating to cancellation and surrender of shares) of the Companies Clauses Act, 1863:

Mortgages and bonds.

3. The debts and liabilities of each of the two Companies secured on mortgage or bond which at the time of the amalgamation are subsisting shall thereupon and thenceforth

become and be a charge upon the united undertaking, but subject and without prejudice to the right of the several holders of such mortgages and bonds respectively to a priority of charge upon the respective undertaking upon which at the time of the amalgamation they shall be severally a charge (which charge shall notwithstanding the amalgamation continue to be in operation and in force so long as such mortgages or bonds respectively shall be subsisting), with all the rights, privileges, and remedies belonging or incident to such mortgages and bonds respectively:

Debenture stock.

4. The proprietors of debenture stock of each of the two Companies subsisting at the time of the amalgamation and the proprietors of the debenture stock which may be created and issued by the united Company shall have and may enforce upon and against the united undertaking the same rights, powers, and remedies which by Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, are conferred upon the holders of debenture stock created subject to the provisions of that Act, and the rights, powers, and remedies so made to attach on and be enforceable against the united undertaking shall be in substitution for the rights, powers, and remedies before had and enforceable upon and against the separate undertaking of each of the two Companies. The united Company may create and issue debenture stock subject to the provisions of Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, but notwithstanding anything therein contained the interest of all debenture stock at any time after the amalgamation created and issued by the united Company shall rank pari passu with the interest of all mortgages at any time after the amalgamation granted by that Company and shall have priority over all principal moneys secured by such mortgages:

Preference stock.

5. The preference or guaranteed stock of each or either of the two Companies subsisting at the time of the amalgamation shall be deemed to be preference or guaranteed stock of the united Company and shall rank for payment of dividend next after the debenture stock:

Quorum of meetings.

6. The quorum of general meetings of the united Company shall be persons present in person or by proxy holding in the aggregate not less than one twentieth part of the ordinary and guaranteed stock of the united Company and being not less than twenty in number:

A.D. 1873.

Scale of voting.

7. At all general meetings, whether ordinary or special, of the united Company every holder of ordinary or guaranteed stock shall have one vote for every one hundred pounds of such stock or stocks up to one thousand pounds, and he shall have an additional vote for every five hundred pounds of such stock or stocks held by him beyond the first thousand pounds:

Directors.

8. The first directors of the united Company shall be sixteen in number, and shall be selected from amongst the directors of each of the two Companies in office at the time of the amalgamation, and any difference between the directors of the two Companies in making the selection shall be determined by arbitration in manner aforesaid. Any vacancy occasioned by any other cause than going out of office by rotation shall not be filled up until the number of directors is reduced to eight, and thenceforth the number of directors shall be eight:

Quorum.

9. The quorum of a meeting of the directors of the united Company so long as the number of directors exceeds twelve shall be seven, and so long as the number of directors is not more than twelve and exceeds eight shall be five, and when the number of directors is reduced to eight shall be four:

Qualification.

10. The qualification of a director appointed to supply any vacancy which occurs after the amalgamation shall be the possession in his own right of ordinary stock of the united Company of the nominal value of not less than one thousand pounds:

All the provisions of the Amalgamation Act relating to or affecting the amalgamation of the said Companies, save as by this Act altered and subject to this Act, shall be and remain in full force and effect.

Each of the said two Companies shall bear and pay its own costs of and incident to the said reference, and the charges of the arbitrator or arbitrators or umpire and the costs of the award shall be borne and paid by the two Companies in equal parts.

Traffic facilities to London and North-western Railway Company.

**11.** In the event of the two Companies so becoming amalgamated, then immediately after the expiration of six calendar months notice by the London and North-western Railway Company under their common seal given to the amalgamated Company the amalgamated Company shall, in respect of all traffic to and from Ireland requiring transmission by means of or in connexion with the undertaking of the London and North-western Railway Company and

having to pass over the railways of the amalgamated Company or any of them, or any part or parts thereof, to or from its destination, afford all usual and necessary facilities for the transmission of such traffic over the railways of the amalgamated Company as well as if it were their own proper traffic, such facilities to include through booking, through invoicing, through rates and fares, and where passing over the railways of the amalgamated Company through carriages, waggons, and trucks, on such terms, pecuniary or otherwise, as shall, if not agreed on between the London and North-western Railway Company and the amalgamated Company, be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act, 1859.

Railways not exempt from provisions of present and future general Acts.

**12.** Nothing in this Act contained shall exempt the railway of the Company or the railway of the Dublin and Belfast Junction Railway Company from the provisions of any general Act relating to railways, or the better and 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels authorised by any Act relating to the Company or the Dublin and Belfast Junction Railway Company.

Expenses of Act.

**13.** All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

A.D. 1873.

# The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made this seventeenth day of May one thousand eight hundred and seventy-three, between the Dublin and Drogheda Railway Company (herein-after called the said Company) of the one part, and the Dublin Port and Docks Board (herein-after called the said Board) of the other part.

Whereas the said Company are at present promoting a Bill in Parliament "for enabling the said Company to acquire additional lands and to widen bridges, "and for other purposes," and one of the purposes of the said Bill is to enable the said Company to acquire lands for the enlargement of their terminal station at Amiens Street, Dublin.

And whereas the said Board hold as tenants to the said Company the tenements consisting of twenty-two arches, numbered from 1 to 22 both inclusive, together with the tenement marked X. on the plan annexed hereto, all situate under portions of the premises used by the said Company as a part of their said terminal station, which said tenements are delineated on the said plan annexed hereto, and for which the said Board pay to the said Company the annual rent of two hundred and twenty pounds.

And whereas certain lands lying between the entrance to the docks of the said Board at Store Street and the said Company's said terminal station, and on which the said Board have constructed certain stores covered by arches, are the property of the said Board, and the said Company seek by the said Bill to acquire powers over the same: Now it is hereby mutually agreed between the said Company and the said Board as follows:

1. The plan annexed hereto, showing besides a ground plan a longitudinal sketch and elevation of the road herein-after referred to and intended to be constructed by the said Company as an approach to their said terminal station over the lands so belonging to the said Board, shall for all the purposes of this agreement and as between the parties thereto be substituted for the plans deposited in connexion with the application to Parliament for the said Bill.

2. The said Company shall purchase from the said Board and the said Board shall sell and by a proper deed grant and convey to the said Company and their successors, first, in consideration of the sum of five thousand two hundred and sixty-eight pounds to be satisfied and paid as herein-after mentioned, the surface over the said stores which the said Board have constructed at or near Store Street and the said Company's terminal station as aforesaid, and the right to use and enjoy the said surface and all the space above the same for such purposes and in such manner as the said Company shall think fit (but subject as to the nature, proportions, materials, and class of work of any structure to be erected by the said Company upon the said surface or within the said space to the approval of the said Board and their engineer first had and obtained), which said surface contains 1,756 square yards or thereabouts and is delineated on the said

plan annexed hereto and thereon coloured red and marked "road approach;" and, secondly, in consideration of the further sum of two hundred pounds to be paid by the said Company as herein-after mentioned, a free, uninterrupted, and unrestricted right of way, ingress and egress, at all times whatsoever for the said Company, and their successors, servants, and agents, and all companies, corporations, and persons dealing or having business or communicating with the said Company or their successors, and for all traffic whatsoever of or belonging to them respectively, or in or with which they shall or may be in any way interested or concerned, both on foot and with animals of all kinds, and all kinds of waggons, carts, carriages, vehicles, goods, and chattels whatsoever through, into, out of, over, and along the piece of ground situate at the Store Street end of the said "road approach" and coloured blue on the said plan, and over which said piece of ground coloured blue the said Board (but without any payment) shall have a like free, uninterrupted, and unrestricted right of way, ingress and egress, at all times whatsoever, and in all other respects as amply as aforesaid, to and from their adjoining docks, stores, and premises, or elsewhere.

3. The said Company shall at their own cost remove the present gate leading to the said docks from the point marked A. on the said plan at the west side of the said piece of ground coloured blue, and re-erect the said gate with all its appliances in perfect working order on the ground of the said Board at the point marked B. on the said plan at the east side of the said piece of ground coloured blue, and the said gate when so re-erected shall be and remain the exclusive property of the said Board; and the said Company shall also at their own cost erect and thereafter maintain in good repair to the satisfaction in all respects of the said Board and their engineer a suitable entrance gate at the said point marked A. on the said plan to be used by and for the purposes of the said Company and the said Board respectively as a common entrance, and the said Company shall at their own cost keep the said piece of ground coloured blue and the gate at A. at all times in good repair; and the said Company shall also build and for one year thereafter maintain on the ground of the said Board proper new fence walls along the east side and south side of the said surface marked "road approach" and the part coloured blue on the said plan and so agreed to be purchased and used by the said Company as aforesaid, such new fence walls to be of the same description, height, strength, and class of work as the present wall enclosing the docks, and the said Company may use for the building of the said new walls the materials of the present wall on the western side of the said surface marked "road approach" so far as such materials will extend and so far as the said Board may approve, and the said new fence walls when built and the ground on which they shall be built shall be and remain the property of the said Board, who shall from and after the expiration of one year as aforesaid maintain and keep the said new fence walls in good repair, and the said Company shall maintain, repair, and keep in perfect order so much as may remain of the present wall at the western side of the said surface marked "road approach."

4. The said Company shall exonerate the said Board from the payment of the said yearly rent of two hundred and twenty pounds from and after the gale day next following the date of the said deed of grant and conveyance by the said Board to the said Company, and shall grant to the said Board a lease in perpetuity at the nominal rent of one shilling per annum of the said tenements

A.D. 1873.

for which the said rent is now paid by the said Board to the said Company as aforesaid, and such lease shall be accepted by the said Board in satisfaction and discharge of the sum of four thousand four hundred pounds, part of the aforesaid purchase money of five thousand two hundred and sixty-eight pounds, and the balance of the said purchase money, being the sum of eight hundred and sixty-eight pounds, together with the said further sum of two hundred pounds, being the consideration for the grant to the said Company of the said right of way over the piece of ground coloured blue as aforesaid, shall be paid by the said Company to the said Board on the execution of the said deed of grant and conveyance.

5. The said Company shall keep in as good order and repair as they now are the said tenements for which the said rent of two hundred and twenty pounds is now paid by the said Board to the said Company as aforesaid.

6. The said Company, unless prevented by the acts or default of the said Board, shall at all times preserve, maintain, and keep the surface marked "road approach" upon the said plan, and any structure which may be erected thereon as mentioned in the second paragraph hereof, and every part thereof, in perfect order, repair, and condition.

7. The said Board shall at all times preserve, maintain, and keep the whole of the stores and arches constructed by them under the said surface marked "road approach," so agreed to be purchased by the said Company as aforesaid, in as good order, repair, and condition as they now are.

8. Notwithstanding anything which may be contained in the said Bill or shown on the deposited plans, the said Company shall not, without the consent in writing of the said Board, take, use, or interfere with any portion of Store Street or Amiens Street, or of any other street or streets in front of or near the entrance to the docks and premises of the said Board, or purchase, take, use, or interfere with any portion of the lands or property of the said Board in any other manner or to any further extent than is authorised by the provisions of this agreement.

9. The said deed of grant and conveyance to the said Company and the said lease to the said Board shall contain all proper covenants and clauses for carrying out and giving effect to these presents and the obligations hereby imposed on the said Company and the said Board respectively.

10. The said Company shall be satisfied with the production by the said Board of the said deed of conveyance from the Treasury to the said Board, dated the second day of August one thousand eight hundred and sixty-six, of the lands belonging to the said Board as aforesaid and affected by this agreement, and shall not call for or require proof by the said Board of any title earlier in point of date than the said deed of conveyance, and as a subsequent title shall also be satisfied with a covenant by the Board to indemnify them against any incumbrances created by the Board affecting the said premises; and the said Board shall in like manner be satisfied with the production by the said Company of a similar deed of conveyance from the Treasury to the said Company of the tenements agreed to be comprised in the said lease as aforesaid as the commencement of the title of the said Company, dated the seventh day of June one thousand eight hundred and forty-five, and as a subsequent title shall also be satisfied with a like covenant on the part

of the Company to indemnify them against any incumbrances created by the Company since the date of the said deed affecting the said tenements.

11. Should any difference arise in the settlement of the said deed and lease, or either of them, the same shall be settled on behalf of both parties by such practising barrister in Dublin as they shall mutually agree on, or in default of such agreement as shall be nominated for the purpose by the Lord Chancellor of Ireland for the time being, and the settlement thereof by such barrister shall be binding on both parties.

12. If any loss shall at any time or times hereafter accrue to or be alleged to be sustained by the said Company or the said Board by reason of any default by the said Board or the said Company in the observance and performance on their parts of these presents or any of the covenants or clauses to be contained in the said deed and lease respectively, the existence and amount of such loss and the party by whom the same shall be made good shall be referred to and determined by arbitration pursuant to the provisions of the Railway Companies Arbitration Act, 1859, and for the purposes of such arbitration the said Board shall be deemed to be a railway company within the meaning of that Act, and the award to be made accordingly shall be binding upon and obeyed by the said Company and the said Board respectively.

13. In the event of the said Company at any time hereafter not requiring the further use of the premises coloured red on the said plan and herein-before agreed to be purchased by them from the said Board aforesaid, or any part thereof, the said Company shall, before selling the same to any other body or person, give the said Board the option of re-purchasing the said premises or such part thereof as shall not be required as aforesaid at the price of five thousand two hundred and sixty-eight pounds for the whole, and a proportionate sum for such part thereof as aforesaid, such proportionate sum in case of difference to be ascertained by arbitration in manner aforesaid; and in case the said Board shall not within three calendar months after notice to them in writing by the said Company elect and agree by notice in writing to make such re-purchase they shall be deemed to have refused to make the same.

In witness whereof the said Companies have hereunto affixed their respective common seals the day and year first above written.

Sealed with the seal of the Dublin and Drogheda Railway Company in the presence of us

RICHARD D. KANE.
J. P. CULVERWELL.

Seal of Dublin and Drogheda Railway Company.

Sealed with the seal of the Dublin Port and Docks Board in the presence of

JOHN HONE,
No. 5, Foster Place, Dublin,
Solicitor.

Seal of Dublin Port and Docks Board.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1873.