ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

****

Cap. lxii.

An Act for a Modification of the Lease of the *Dublin and Kingstown* Railway to the *Dublin and Wicklow* Railway Company; and for regulating the Capital of the *Dublin and Kingstown* Railway Company; and for other Purposes.

[25th *May* 1860.]

WHEREAS by "The *Waterford, Wexford, Wicklow, and Dublin* Railway Act, 1846," the *Waterford, Wexford, Wicklow, and Dublin* Railway Company (in this Act called "the *Wicklow* Company") were incorporated and were authorized to take a Lease of the *Dublin and Kingstown* Railway and all Works connected therewith, and all Property and Effects of the *Dublin and Kingstown* Railway Company (in this Act called "the *Kingstown* Company"), and the Agreements therein mentioned in reference to the Lease were by the reciting Act rendered binding on both those Companies: And whereas by "The *Waterford, Wexford, Wicklow, and Dublin* Railway Act, 1848," the Agreements so by the first-recited Act confirmed were varied: And whereas by "The *Dublin and Wicklow* Railway Act, 1851," the Name of the Company incorporated by the first-recited Act was changed to its present Name of "The *Dublin and Wicklow* Railway Company:"

9 & 10 Vict. c. ccviii.

11 & 12 Vict. c. xxix.

14 & 15 Vict. c. cviii.

17 & 18 Vict. c. clxxv.

Company:" And whereas by "The *Dublin and Wicklow* and *Dublin and Kingstown* Railway Act, 1854," the Agreements therein recited for modifying the before-recited Agreements were confirmed: And whereas, in pursuance of the recited Acts and Agreements, by an Indenture (in this Act called "the Lease") dated the Thirtieth Day of *June* One thousand eight hundred and fifty-six, between the *Kingstown* Company of the First Part, *Richard Michaux Muggeridge* of the Second Part, and the *Wicklow* Company of the Third Part, the *Dublin and Kingstown* Railway and the Works connected therewith, and the Property and Effects of the *Kingstown* Company, therein described, were demised unto the *Wicklow* Company and their Assigns for the Term of Thirty-five Years, to be computed from the Day of the Date of the reciting Indenture, yielding and paying therefor yearly during the Term, unto the *Kingstown* Company and their Assigns, first, the yearly Rent or Sum of Thirty-two thousand Pounds Sterling, and, secondly, the yearly Rent, if any, which, in the event of a Line of Railway from or from near the Town of *Bray* through or near or by way of *Dundrum* to the City of *Dublin* being made as expressed in the therein-recited Agreement of the Twenty-fourth Day of *June* One thousand eight hundred and forty-six, might become payable as provided by that Agreement, those several yearly Rents respectively to be payable and paid free from and over and above and in addition to all Head Rent, Taxes, Rates, Assessments, and other annual Outgoings of the like Nature then payable or at any Time thereafter to be payable by the *Kingstown* Company for or in respect of the Railways, Houses, Lands, Hereditaments, and Premises thereby granted or demised or meant or mentioned so to be (Property or Income Tax then payable or thereafter to be or become payable in respect of all or any Portion of the Property thereby demised only excepted), the yearly Rent of Thirty-two thousand Pounds to be payable by Two equal half-yearly Payments, on the First Day of *January* and the First Day of *July* in every Year, the first of such Payments to be made on the First Day of *January* One thousand eight hundred and fifty-seven, and also yielding and paying yearly during the Term unto the *Kingstown* Company and their Assigns, thirdly, in addition to the several other Rents hereinbefore reserved, a contingent Rent equal to Thirty Pounds *per Centum* upon the gross Receipts of or to be derived from the Line of Railway from *Dublin* to *Kingstown*, and all other the Premises thereby demised, (excepting and exclusive of all such Parts thereof as then formerly constituted the Site or any Part of the Site of the then late Atmospheric Railway,) which should be over and above and in excess of Fifty-five thousand Pounds *per Annum*, the Amount of such gross Income to be ascertained in manner therein-after mentioned, such additional contingent Rent to be clear of all Deductions as aforesaid, and to be in every Case payable within One Calendar Month after the Expiration of the Year in respect whereof the same should accrue due, and subject to the Provisoes, Covenants, and Conditions in the now reciting Indenture contained, and

with

with a Proviso and Covenant for the Renewal in the Events therein expressed of the Lease effected by the reciting Indenture for a further Period of Thirty-five Years; and Provision was thereby made for the Determination of all Differences between the Two Companies and their Assigns respectively, arising out of or incident to the Lease, by Arbitration as therein expressed: And whereas Differences lately arose between the *Kingstown* Company and the *Wicklow* Company with reference to a Claim of the *Kingstown* Company against the *Wicklow* Company in respect of the Rent secondly reserved by the Lease (and which in this Act is called "the Compensation Rent"), and their Differences thereon were referred to Arbitration, but before any Award was made in the Arbitration the Two Companies came to an Arrangement for an amicable Settlement of the Differences between them, on the Footing of substituting, with the Sanction of Parliament, a certain Per-centage on the gross Receipts of the *Wicklow* Company in respect of Through Passenger Traffic between *Harcourt Street* and *Bray*, and *Kingstown* and *Bray*, for the Compensation Rent, and the Arbitration was therefore not proceeded with: And whereas the Terms of such Arrangement were afterwards submitted to and approved of by each of the Two Companies at General Meetings specially called for the Purpose, and held on the Twenty-sixth Day of *August* One thousand eight hundred and fifty-nine, and First Day of *October* One thousand eight hundred and fifty-nine, respectively, and in pursuance thereof the Indenture in the Schedule to this Act annexed, bearing Date the First Day of *October* One thousand eight hundred and fifty-nine, was made between the *Wicklow* Company of the one Part and the *Kingstown* Company of the other Part, and it is expedient that such Indenture be confirmed, and the Provisions thereof carried into effect: And whereas by the Act of the Session of the First and Second Years of *William* the Fourth, Chapter Sixty-nine, Local, (in this Act called "the Act of 1831,") whereby the *Kingstown* Company were incorporated, they were authorized to raise a Capital of Two hundred thousand Pounds in Two thousand Shares of One hundred Pounds each, and to borrow Seventy thousand Pounds, and to raise Money by Annuities: And whereas the *Kingstown* Company accordingly raised the whole of that Capital of Two hundred thousand Pounds by Shares, and borrowed Seventy thousand Pounds, which is still due: And whereas by the Act of the Session of the Ninth and Tenth Years of Her Majesty, Chapter Two hundred and thirteen, Local, (in this Act called "the Act of 1846,") the *Kingstown* Company were authorized to raise a further Capital of Three hundred thousand Pounds by Four thousand Shares of Fifty Pounds each, and Four thousand Shares of Twenty-five Pounds each, and to raise a further Sum by borrowing, and Provision was thereby made for the Conversion of all the fully paid up Shares of the *Kingstown* Company into a general Capital Stock: And whereas, under the Authority of the Act of 1846, the Two thousand Shares of One hundred Pounds each, constituting the Capital of Two hundred thousand Pounds

1 & 2 W. 4. c. lxix.

9 & 10 Vict. c. ccxiii.

Pounds authorized by the Act of 1831, were converted into a general Capital Stock of Two hundred thousand Pounds: And whereas the Four thousand Shares of Fifty Pounds each by the Act of 1846 authorized have been taken, and the Sum of Twenty-five Pounds has been paid in respect of every such Share of Fifty Pounds, and the Four thousand Shares of Twenty-five Pounds each by the said Act of 1846 authorized have been taken, and the Sum of Twelve Pounds and Ten Shillings has been paid in respect of every such Share of Twenty-five Pounds, making the aggregate Sum of One hundred and fifty thousand Pounds so paid, and leaving unpaid the Sum of Twenty-five Pounds on every Share of Fifty Pounds and the Sum of Twelve Pounds and Ten Shillings on every Share of Twenty-five Pounds, and making the aggregate Sum of One hundred and fifty thousand Pounds so unpaid: And whereas it is expedient that Provision be made for the Regulation of the Capital and borrowing Powers of the *Kingstown* Company: 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; (that is to say,)

Short Title.

I. This Act may for all Purposes be cited as "*Dublin and Kingstown* Railway Act, 1860."

Deed of Arrangement confirmed.

II. The scheduled Indenture of the First Day of *October* One thousand eight hundred and fifty-nine is by this Act confirmed and made binding on the *Dublin and Kingstown* Company and the *Dublin and Wicklow* Company respectively, and their respective Assigns.

Modification of Lease.

III. As from the First Day of *January* One thousand eight hundred and fifty-nine inclusive, the recited Indenture of Lease of the Thirtieth Day of *June* One thousand eight hundred and fifty-six shall be modified and be read and have effect as follows; (that is to say,)

First, as if the Compensation Rent secondly thereby reserved were not thereby reserved:

Secondly, as if the several Provisions with respect to the Ascertainment of that Rent therein contained were not therein contained:

Thirdly, as if the annual Sum agreed on by the scheduled Indenture to be paid in lieu and satisfaction of the Compensation Rent were by the Lease secondly reserved, instead of the Compensation Rent thereby secondly reserved:

Fourthly, as if the following Covenants or Provisions contained in the scheduled Indenture were contained in the Lease; that is to say,

The Provision with respect to the Meaning of the Words "Through Passenger Traffic between *Kingstown* and *Bray*, and between *Harcourt Street* and *Bray*;"

And

And the Provision with respect to the Meaning of the Expression "Receipts derived from Passengers;"

And the Covenant by the *Wicklow* Company for furnishing half-yearly Accounts, and for certifying and verifying the same, and for furnishing further Information, and for permitting Examination of Books and Documents;

And the Covenant by the *Kingstown* Company for accepting the half-yearly Payments thereby provided for and in lieu of and satisfaction for the Compensation Rent;

And the Provision therein contained with respect to the Meaning of the Stations at *Harcourt Street*, at *Kingstown*, and at *Bray*, respectively.

Lease to have effect as modified.

IV. As from the First Day of *January* One thousand eight hundred and fifty-nine inclusive, the Lease as modified by this Act shall have full Effect according to the true Intent and Meaning of the same; and subject to the Provisions of this Act, the Demises made by, and the several Exceptions, Reservations, Covenants, Powers, and Provisions contained in the Lease, shall accordingly as from that Day inclusive have the like Force and Effect as if the Lease had been originally made and executed as modified by this Act.

Act to be without Prejudice to Rents first and thirdly reserved by Lease.

V. Provided always, That this Act shall be without Prejudice to the several Rents first and thirdly reserved by the Lease, and all Rights, Powers, and Remedies of the *Kingstown* Company, and their Assigns, in respect thereof, or for the Recovery thereof, and all the Provisions of the Lease with respect to the same.

Part of 8 & 9 Vict. c. 16. incorporated.

VI. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock.

Capital of Kingstown Company declared.

VII. From and after the passing of this Act the Capital of the *Kingstown* Company shall be the Aggregate of the following Amounts; (that is to say,)

First, their general Capital Stock of Two hundred thousand Pounds, created by the Act of 1831;

Secondly, their additional general Capital Stock of One hundred and fifty thousand Pounds by this Act created, in lieu of and in substitution

substitution for the Sum of Three hundred thousand Pounds, authorized to be raised by the Act of 1846;

Thirdly, the Amount, if any, of the Capital from Time to Time created by the Conversion of Loan into Capital.

Kingstown Company's additional general Capital Stock of 150,000*l.*

VIII. The *Kingstown* Company's additional general Capital Stock of One hundred and fifty thousand Pounds by this Act created is by this Act appropriated to and vested in the several Persons who immediately before the passing of this Act were the several registered Holders of the Four thousand Shares of Fifty Pounds each, and the Four thousand Shares of Twenty-five Pounds each, respectively authorized by the Act of 1846, and is so appropriated to and vested in them respectively in the Proportion of Twenty-five Pounds Part of that additional general Capital Stock for One of those Four thousand Shares of Fifty Pounds each, and Twelve Pounds Ten Shillings Part of that additional general Capital Stock for One of those Four thousand Shares of Twenty-five Pounds each.

Vesting of that additional general Capital Stock.

IX. The several Persons to and in whom the several Portions of the *Kingstown* Company's additional general Capital Stock of One hundred and fifty thousand Pounds are by this Act appropriated and vested shall be possessed of and entitled to the Portions thereof so appropriated and vested respectively upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which their respective Shares of the Capital of Three hundred thousand Pounds by the Act of 1846 authorized, in respect whereof those Portions of Stock are so appropriated and vested, were immediately before the passing of this Act subject; and those several Portions of Stock so appropriated and vested shall respectively accordingly pass or be affected by any Will or other testamentary Disposition disposing of or affecting those respective Shares of that Capital.

Kingstown Company's Four thousand Shares of 50*l.* and Four thousand Shares of 25*l.* extinguished.

X. On and after the passing of this Act, and in consideration of the Appropriation and vesting of the One hundred and fifty thousand Pounds general Capital Stock by this Act created, the Four thousand Shares of Fifty Pounds each, and the Four thousand Shares of Twenty-five Pounds each, respectively issued under the Authority of the Act of 1846, and all Rights, Interests, Liabilities, and Obligations in respect of the same, are by this Act extinguished, and all Power of raising Money by the Issue of new Shares under the Authority of the Act of 1846 is hereby repealed.

Exchange of Certificates.

XI. The *Kingstown* Company, if and when they think fit, may require the several Holders of the Shares by this Act extinguished to exchange their respective Certificates of those Shares for Certificates of the Portions of

of general Capital Stock by this Act appropriated to and vested in them respectively.

Certificates of Stock.

XII. The *Kingstown* Company from Time to Time, when thereunto requested, shall issue, in exchange for the Certificates of the extinguished Shares, Certificates of the Portions of general Capital Stock so appropriated and vested, and such Certificates respectively shall be issued without Expense or Charge to the Holders of such Shares.

Issue of Certificates.

XIII. Provided always, That the *Kingstown* Company shall not be bound to issue to any Person from Time to Time entitled according to this Act to any Portion of general Capital Stock a Certificate thereof, unless or until he deliver to the Directors of the *Kingstown* Company, to be cancelled by them, or show to their Satisfaction the Loss or Destruction of the Certificate of the Share in respect of which he is so entitled to the respective Portion of general Capital Stock.

Existing Certificates available.

XIV. Provided always, That until the *Kingstown* Company issue to any Person from Time to Time entitled according to this Act to any Portion of general Capital Stock a Certificate of the same, the Certificate of the respective Share in respect of which he is so entitled shall be available for evidencing the Ownership of the respective Portion of general Capital Stock to which he is so entitled.

Equality of Rights of Holders of general Capital Stock.

XV. The several Holders from Time to Time of the *Kingstown* Company's general Capital Stock of One hundred and fifty thousand Pounds, by this Act created, shall, in proportion to the Amounts thereof held by them respectively, be subject and entitled to the like Powers, Provisions, Liabilities, Rights, and Privileges whatsoever in all respects as if the aggregate Amount of that general Capital Stock were the *Kingstown* Company's general Capital Stock existing immediately before the passing of this Act, and shall be entitled to rateable Dividends thereon, without any Preference or Priority as between themselves.

Capital Stock transferable in Sums of 5*l.*

XVI. Except where the whole of the Portion of the general Capital Stock from Time to Time belonging to any Holder is transferred, the general Capital Stock shall not be transferable except in Sums being respectively in nominal Amount Five Pounds or a Multiple of Five Pounds.

Rights of voting and Qualifications.

XVII. Subject to the Provisions of this Act, the general Capital Stock of the *Kingstown* Company shall confer on the several Holders thereof respectively Rights of voting and Qualifications in proportion to the Amounts thereof held by them respectively.

XVIII. For

Voting.

XVIII. For the Purposes of voting, the Amount of Capital of the *Kingstown* Company, represented by all the general Capital Stock held by any Holder thereof, shall be considered as divided into so many One hundred Pound Shares as that Amount will admit; and the Right of voting of every such Holder in respect to the general Capital Stock shall be determined by the Number of One hundred Pound Shares into which the Amount of Capital represented by the general Capital Stock held by him is from Time to Time capable of being divided, any Fraction of One hundred Pounds being disregarded.

Reduction of borrowing Power.

XIX. The *Kingstown* Company shall not borrow more than the Sum of Forty thousand Pounds in addition to their present Debenture Debt of Seventy thousand Pounds: Provided always, that no Part of such Sum of Forty thousand Pounds shall be borrowed unless and until the *Kingstown* Company shall, under the Covenants of the recited Lease, re-enter and resume the Possession of the Railway and Premises thereby demised.

Interest not to be paid on Calls paid up.

XX. Neither of the Two Companies shall, out of any Money by any Act relating to the respective Companies authorized to be raised by Calls, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the respective Companies from paying to any Shareholder such Interest on Money advanced by him, beyond the Amount of the Calls actually made, as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

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

XXI. Neither of the Two Companies shall, out of any Money by any Act relating to the respective Company authorized to be raised by Shares or borrowing, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to make any other Railway, or execute any other Work or Undertaking.

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

XXII. Nothing in this Act shall exempt the Railway of either of the Two Companies 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 of the Tolls for small Parcels, by any of the Acts relating to the respective Company authorized.

XXIII. Pro-

Saving Rights of the Two Companies.

XXIII. Provided always, That except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudice any of the Estates, Rights, Interests, Powers, Authorities, or Privileges of the *Dublin and Kingstown* Railway Company, or of the *Dublin and Wicklow* Railway Company.

Expenses of Act.

XXIV. All the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act shall be borne and paid by the *Dublin and Kingstown* Railway Company and the *Dublin and Wicklow* Railway Company respectively, in equal Shares.

SCHEDULE referred to in the foregoing Act.

THIS INDENTURE, made the First Day of October One thousand eight hundred and fifty-nine, between the Dublin and Wicklow Railway Company (herein-after called "the Wicklow Company") of the one Part, and the Dublin and Kingstown Railway Company (herein-after called "the Kingstown Company") of the other Part:

Whereas, under and by virtue of the Provisions of Two several Indentures, made respectively the Twenty-third Day of March and the Twenty-fourth Day of June One thousand eight hundred and forty-six, between Two of the Directors of the Kingstown Company of the one Part, and Three of the Members of the Committee of Management of the Wicklow Company of the other Part, and a certain Indenture of Lease, made the Thirtieth Day of June One thousand eight hundred and fifty-six, between the said Kingstown Company of the First Part, Richard Michaux Muggeridge, Esquire, of the Second Part, and the said Wicklow Company of the Third Part, and which Deeds and the Provisions thereof were validated by a certain Act of Parliament passed in the Seventeenth and Eighteenth Victoria, Chapter One hundred and seventy-five, entitled "An Act to enable the Dublin and Wicklow and "the Dublin and Kingstown Railway Companies to alter certain exist-"ing Contracts therein mentioned, and for other Purposes," the Kingstown Company have recently claimed from the Wicklow Company during the Term of Thirty-five Years from the Thirtieth Day of June One thousand eight hundred and fifty-six, besides and in addition to certain other Rents in the said Indenture specified, a Rent by way of Compensation for the Loss and Injury that might arise by reason of the Diversion of Traffic from the Line of the said Kingstown Company to a Portion of the Line of the said Wicklow Company, the Amount of such Compensation to be ascertained by Arbitrators, to be named and chosen in manner directed and provided in and by the said Indenture of the Twenty-third Day of March One thousand eight hundred and forty-six, and to be paid at the Times and in the Manner specified in the said Indenture of Lease of the Thirtieth Day of June One thousand eight hundred and fifty-six:

And whereas, pursuant to the Provisions in that Behalf aforesaid, Arbitrators were duly appointed to decide upon the said Claim for such Compensation Rent, and Meetings have been held before said Arbitrators:

And whereas, in the Progress of such Arbitration, it was considered by the Parties hereto that an amicable Adjustment might be come to by substituting a certain Per-centage on the gross Receipts of the said Wicklow Company in the Through Passenger Traffic between Harcourt Street and Bray, and Kingstown and Bray, as herein-after mentioned, in lieu of such Compensation Rent payable in respect of such Diversion of Traffic:

And whereas the said Companies, Parties hereto, after mutual Conference, have agreed to substitute for the said Compensation Rent payable in respect of such Diversion of Traffic, a certain Per-centage on such gross Receipts, to be ascertained in a Manner herein-after provided:

Now this Indenture witnesseth, That in pursuance of such Agreement the said Wicklow Company do hereby covenant with the said Kingstown Company that the said Wicklow Company will, during the Residue of the First Term of Thirty-five Years granted by said Lease, pay to the said Kingstown Company and their Assigns, in lieu and satisfaction of the said Rent herein-before mentioned, and so heretofore agreed to be paid as a Compensation for such Diversion of Traffic from the said Kingstown Line, and so as aforesaid reserved and made payable by the several Deeds aforesaid, an annual Sum equal to the Amount of Five Pounds per Centum upon the gross Receipts of the Wicklow Company during each Year in respect of Through Passenger Traffic, including Subscriptions, upon and over the Lines of Railway between Harcourt Street Station and the Station at present existing at Bray, or any other Station to be at any Time hereafter erected within One Statute Mile of said Bray Station, and upon the gross Receipts of the Wicklow Company in respect of Through Passenger Traffic, including Subscriptions, upon and over the Line of Railway between Kingstown Station and the said Bray Station, or any other Station to be at any Time erected within One Statute Mile thereof, and vice versâ between the said Bray Station or any other Station to be erected within One Statute Mile thereof, and the said Harcourt Street Station and Kingstown Station respectively, the said last-mentioned Rent to be payable half-yearly on the Thirty-first Day of December and Thirtieth Day of June in every Year during the Residue of the Term of Thirty-five Years granted by the said Indenture of Lease of the Thirtieth Day of June One thousand eight hundred and fifty-six, and to be calculated on the Amount of such gross Passenger Traffic Receipts for the Half Year next immediately preceding and ending on each of the said last-mentioned Days, the First Payment thereof to be made on the Thirty-first Day of December next for the Year ending on that Day, and to be clear of all Deductions whatsoever (Property or Income Tax legally deductible only excepted), and to be recoverable by all the Means specified and provided in and by the said several Indentures or any of them for the Recovery of any of the Rents therein or thereby reserved or made payable, and the Amount of such gross Receipts to be ascertained in manner herein-after mentioned.

And

And it is hereby declared and agreed by and between the said Wicklow Company and the said Kingstown Company, that by the Words Through Passenger Traffic between Kingstown and Bray, and between Harcourt Street and Bray, it is intended to include only the Receipts, including Subscriptions, in respect of Passengers going to or returning from Bray and Harcourt Street upon the Inland Line, and the Receipts in respect of Passengers going to or returning from Kingstown and Bray on the Sea Line; and that it is not intended to include any Receipts in respect of Passengers who may go to or return from any Station further from Dublin than the present Bray Station or any new Station within One Statute Mile of it, or any Receipts in respect of Passengers who may go to or return from any Station further from Kingstown than the present Station at Bray or any such new Station within One Mile from it, or vice versâ, and shall not include any Receipts in respect of Passengers travelling any Distance short of the entire Distance between Harcourt Street and Bray or between Kingstown and Bray respectively, and vice versâ; but that it shall include the Wicklow Company's Proportion of the Subscriptions derived from Passengers travelling between Westland Row and Bray, and vice versâ; and that the Receipts derived from Passengers in the foregoing Paragraph shall be understood to include not only daily Passengers but Subscriptions also.

And the said Wicklow Company do hereby, for themselves and their Assigns, covenant with the Kingstown Company and their Assigns, that the Wicklow Company and their Assigns will furnish, within Twenty-one Days next after the Thirty-first Day of December and Thirtieth of June in each Half Year, full and accurate Accounts of the gross Receipts of such Through Passenger Traffic, as herein-before specified, for the Half Year next preceding and ending on each of said last-mentioned Days, to be certified by the Head Officer of the Clearing House so long as the Accounts are kept and examined at the Clearing House, and by the Secretary or other Officer of the Wicklow Company for the Time being, and to be verified by a statutory Declaration of the Head Officer of the Clearing House or the Chief Audit Clerk of the said Wicklow Company, as the Case may be, if thereunto required by the said Kingstown Company by Notice in Writing to that Effect, and then from Time to Time furnish to the said Kingstown Company such further Information as shall be reasonably required for the Purpose of ascertaining the Amount of such Through Passenger Traffic as aforesaid, and shall also permit the said Kingstown Company, or their Secretary or Accountant, or any other competent Person to be by them deputed for that Purpose, by Writing under their Corporate Seal, to examine all Books and other Documents of the said Wicklow Company which may contain any Entries in respect of the Traffic of the Wicklow Company on the Lines between the Stations aforesaid, in order to enable the said Kingstown Company to test and vouch such Returns.

And

And this Indenture further witnesseth, That in consideration of the Premises and the Agreements so entered into by the said Wicklow Company, the said Kingstown Company do hereby covenant with the said Wicklow Company that the said Kingstown Company will accept the half-yearly Payments by way of Rent, to be ascertained in manner herein provided, in lieu of and satisfaction for the Compensation Rent for and in respect of the Diversion of Traffic aforesaid, being that secondly reserved in and by the said Indenture of Lease of the Thirtieth Day of June One thousand eight hundred and fifty-six; and the said Kingstown Company do hereby accordingly, and in consideration of the Premises, release and discharge the said Wicklow Company from the said last-mentioned Compensation for Traffic Rent, and the several Provisions of the said Deeds in relation to the Ascertainment thereof.

Provided always, That these Presents and everything herein contained shall be wholly without Prejudice to the several other Rents, being those firstly and thirdly reserved and made payable by the said Indenture of Lease of the Thirtieth Day of June One thousand eight hundred and fifty-six, and all Rights, Powers, and Remedies of the said Kingstown Company in respect thereof, or for the Recovery thereof, and all the Provisions of the said Lease in reference thereto.

And this Indenture further witnesseth, That in consideration of the Premises it is hereby mutually covenanted and agreed between the said Wicklow Company and the said Kingstown Company, that a Special General Meeting of the Proprietors of each of the said Two Companies shall be called and held on or before the First Day of October instant, to whom the Terms of these Presents shall be submitted for Approval, and if approved by such Meetings respectively these Presents shall be binding and conclusive on both Companies, but if not approved of by both said Companies shall be null and void to all Intents and Purposes, in which Event the said several Companies shall revert and be restored to their Position and Rights in all respects as if these Presents or the Agreement whereon the same is founded had never been entered into; and further, that the said Two Companies respectively shall and will use their best and utmost Endeavours to obtain, at their joint Expense, the Sanction and Authority of Parliament, to be holden for the Year One thousand eight hundred and sixty, for the Purpose of carrying into effect the Terms of this present Agreement, and shall do and concur in all Acts, Deeds, Matters, and Things necessary to give full Effect to and carry out the same according to the true Intent and Meaning hereof.

And it is hereby further declared and agreed, that the Stations at Harcourt Street, at Kingstown, and at Bray respectively, named and referred to in the foregoing Deed, shall mean and include as well as the Stations at present existing at such Places as any new Station that may

at any Time hereafter be substituted for or added to the present Stations at Harcourt Street, Kingstown, or Bray as aforesaid.

In witness whereof, the said Dublin and Wicklow and Dublin and Kingstown Railway Companies have hereunto affixed their respective Seals of Incorporation the Day and Year first above written.

The Seal of the Wicklow Company.

The Seal of the Kingstown Company.

Sealed and delivered by the said Dublin and Wicklow Company in Presence of

JOSEPH HONE, No. 5, Foster Place, Dublin, Solr.

Sealed and delivered by the said Dublin and Kingstown Company in Presence of

JOSEPH HONE, No. 5, Foster Place, Dublin, Solr.

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