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tively: And whereas in the recited Act Provision was made for Working and other Arrangements between the Company and the *Dundalk and Enniskillen* Railway Company with respect to the Railway by that Act authorized, and it is expedient that like Provision should be made with respect to the Railway by this Act authorized: And whereas it is expedient that the Name of the Company should be changed to the *Enniskillen, Bundoran, and Sligo* Railway Company: And whereas the Objects before mentioned 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,)

8 & 9 Vict. cc. 18. & 20., 14 & 15 Vict. c. 70., and 23 & 24 Vict. cc. 97. & 106. incorporated.

1. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," so far as the same are consistent with "The Railways Act (*Ireland*), 1851," as amended by "The Railways Act (*Ireland*), 1860," "The Railways Clauses Consolidation Act, 1845," "The Railways Act (*Ireland*), 1851," and "The Railways Act (*Ireland*), 1860," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms.

2. The several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context; but wherever the Words "the Company" are used the same shall mean the Company incorporated by the recited Act, and henceforth directed to be styled "The *Enniskillen, Bundoran, and Sligo* Railway Company."

Change of Name of Company.

3. From and after the passing of this Act, the Name, Style, and Title of the Company shall, instead of "The *Enniskillen and Bundoran* Railway Company," be "The *Enniskillen, Bundoran, and Sligo* Railway Company," and by that Name the Company shall henceforth have and may exercise the Powers now vested in the *Enniskillen and Bundoran* Railway Company; and the recited Act shall be read and interpreted as if throughout that Act wherever the Name of the *Enniskillen and Bundoran* Railway Company is mentioned, or any Reference to the *Enniskillen and Bundoran* Railway Company occurs, the Name of the *Enniskillen, Bundoran, and Sligo* Railway Company, or a Reference to the *Enniskillen, Bundoran, and Sligo* Railway Company, were substituted.

Actions, &c. not to abate.

4. No Action, Suit, Bill, Process, Writ, Indictment, Information, or other Proceeding, whether Civil or Criminal, which at or immediately before the passing of this Act had been commenced and was then pending, whether at the Suit or Instance of the *Enniskillen and Bundoran* Railway Company

Company against any other Corporation or against any Person, or at the Suit or Instance of any other Corporation or of any Person against the same Company, shall abate, determine, or be otherwise impeached or affected for or by reason of the aforesaid Change of the Name of the Company; nor shall any Notice, Tender, Requisition, Warrant, Summons, Pleading (Civil or Criminal), Writ or other Process, Record, Deed, Contract, Agreement, Writing, or Instrument that shall have been or shall be made, issued, written, or commenced be deemed to be vacated, discharged, invalidated, prejudiced, or affected by reason of the Company or their Railway being therein respectively called by the Name of the *Enniskillen and Bundoran* Railway Company or the *Enniskillen and Bundoran* Railway; and it shall not be necessary, in any Bill, Suit, Indictment, Information, Proceeding, Notice, Tender, Requisition, Warrant, Summons, Pleading (Civil or Criminal), Writ or other Process, or in any Record, Deed, Contract, Agreement, Writing, or other Instrument or Matter, to aver that from the Time of the passing of the recited Act until the Time of the passing of this Act the Company had been called or known by the Name of "The *Enniskillen and Bundoran* Railway Company," or that their Railway had been called or known within that Period by the Name of "The *Enniskillen and Bundoran* Railway," and that by this Act the Names of the Company and their Undertaking were changed as aforesaid, and that after the passing of this Act the Company had been called and known by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway Company," and their Undertaking by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway," but it shall be deemed true, lawful, and sufficient therein to aver the Style and describe the Company by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway Company," and their Undertaking by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway," in the same Manner as if the Company in and by the recited Act had been originally incorporated, called, or known by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway Company," and as if the Undertaking had been called and known by the Name of "The *Enniskillen, Bundoran, and Sligo* Railway."

General Saving of Rights under recited Act.

5. Notwithstanding the Change of Name of the Company, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by virtue of the recited Act shall be as valid as if this Act were not passed, and such Change of Name and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Change of Name had not happened and this Act had not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not

not be restricted by any other of the Clauses and Provisions of this Act.

Contracts, &c. preserved.

6. Notwithstanding the Change of Name of the Company, all Deeds, Instruments, Purchases, Sales, Securities, Awards, and Contracts before the Commencement of this Act made under the recited Act, or with reference to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Company as if the Name of the Company had remained unchanged.

Power to make Railway and to acquire Lands.

7. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may make and maintain the Railway hereinafter described according to the Lines and Levels defined upon the Plans and Sections and upon the Lands delineated upon the Plans and described in the Book of Reference deposited as aforesaid; and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of Railway authorized by this Act.

8. The Railway and Works by this Act authorized comprise the following, with all proper Stations, Works, and Conveniences connected therewith respectively; that is to say,

A Railway commencing by a Junction with the authorized Line of the *Enniskillen and Bundoran* Railway in the Townland of *Drumacrin* in the Parish of *Inishmacsaint* in the County of *Donegal*, and terminating by a Junction with the Railway next herein-after described in the Townland of *Cartron* in the Parish of *Calry* in the County of *Sligo*:

And a Railway (described as Railway No. 2. on the said deposited Plans) commencing by a Junction with the Railway before described in the said Townland of *Cartron*, and terminating by a Junction with the *Sligo* Extension of the *Midland Great Western* Railway of *Ireland* in the Townland of *Rathedmond* in the Parish of *St. John's* in the last-mentioned County.

Provision as to crossing River Gill and Streets in Town of Sligo.

9. Previously to the Commencement of any Work upon the Shores or Bed of the River *Gill* or in any way affecting that River, and previously to the Commencement of any Works within the Town of *Sligo*, the Company shall submit to the *Sligo* Town and Harbour Commissioners Working Plans, Drawings, and Sections of every such Work, and the Viaduct and Bridges for carrying the Railway across the River *Gill* and the Streets within the Town of *Sligo*; and all Works affecting the said River or within the said Town shall be constructed according to such Plans and Sections, and in every respect in such Manner as shall be agreed upon between the Engineer of the Company and an Engineer to be appointed by the *Sligo* Town and Harbour Commissioners; and if those Engineers shall not agree as to the Matters aforesaid

aforesaid or any of them, or if any Dispute shall arise between those Engineers touching the Matters aforesaid or any of them, every Matter as to which those Engineers shall not agree and every such Dispute shall be settled by an Engineer to be appointed at the Cost of the Company by the Board of Trade; and the Company shall and they are hereby required to construct the said Viaduct, Bridges, and Works according to the Plans, Drawings, and Sections approved by such last-mentioned Engineer, and according to no other Plans, Drawings, or Sections, and in every respect in the Manner prescribed by him and to his Satisfaction: Provided always, that the Company shall not lessen the Width of the said Streets or any of them.

Plan of Bridge across Sligo Harbour to be approved by Admiralty.

10. Previously to commencing the Bridge across the Harbour of *Sligo* or the Works connected therewith, or any Work interfering with tidal Waters, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Bridge and Works, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recovered from the Company.

Light to be exhibited on Bridge for guidance of Vessels.

11. During the Construction of the Bridge across the Harbour of *Sligo* and Works connected therewith the Company shall cause to be hung out or exhibited, every Night, from Sunset to Sunrise, a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and for ever after the Completion of the Bridge the Company shall cause to be hung out or exhibited upon or near to the Centre of the Bridge, every Night, from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as

as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Bridge to have Opening of 40 Feet in Width.

12. The Company shall make and maintain in the Bridge across the Harbour of *Sligo* an opening Span of not less than 40 Feet in Width, on such Line and Level and on such Plans as the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral shall previously approve of, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty.

Vessels not to be unnecessarily detained at Bridge.

13. It shall not be lawful for the Company, or any Person or Persons acting under them, to detain any Vessel, Barge, or Boat navigating the Harbour of *Sligo* for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Bridge to cross the said Harbour, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company or any Person or Persons acting under them shall detain any such Vessel, Barge, or Boat, contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the Company or every Person so offending shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

Admiralty may order local Survey, at Cost of Company.

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

Works affecting tidal Waters abandoned may be removed by Admiralty, at Expense of Company.

15. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at

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any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Saving Rights of the Crown.

16. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

As to Deposit of Plans with Clerks of Unions.

17. Whereas by "The Railways Clauses Consolidation Act, 1845," it is provided, that a Certificate of any Omission, Mis-statement, or erroneous Description in certain Plans and Books of Reference therein referred to should be deposited with the Postmaster of the Post Towns in or nearest to the several Parishes in *Ireland* in which the Lands affected thereby should be situate, and it is also provided that certain Plans and Sections of such Alterations in the original Plans and Sections as shall have been approved of by Parliament should also be deposited with such Postmasters, and be retained and produced by them for Inspection in manner therein mentioned: And whereas, in compliance with the present Standing Orders of both Houses of Parliament, the several Plans, Sections, and other Documents heretofore required to be deposited with the Postmasters of the Post Towns in *Ireland* are now deposited with the Clerks of the Unions instead of such Postmasters: Therefore, with reference to this Act, all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, shall be read and construed as if the Expression "Clerks of the Unions within which such Parishes are included in *Ireland*," or the Words "Clerks of the Unions," had been used and inserted in such Act in lieu of the Expression "Postmasters of the Post Towns in or nearest to such Parishes in *Ireland*," or in lieu of the Word "Postmasters," as the Case may be.

Power to alter Engineering Works.

18. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway,

Railway, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections, so as the Deviation be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Lands in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Regulating Inclination of certain Roads.

19. The Company may construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plans over or under the Railway, as also to make and construct the proposed Diversions of the Roads numbered as after mentioned on the said deposited Plans, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

No. on Plan.	Townland.	Parish.	County.	Rate of Inclination.
10	Drumfad -	Ahamlish -	Sligo - -	1 in 17 on one Side of the Bridge, and carried out level to the existing Road on the other Side.
6	Tully -	Drumcliff -	Sligo - -	1 in 25.

As to Junction with the Midland Great Western Railway of Ireland.

20. The Company may make such Openings in and Alterations of the Rails of the *Midland Great Western* Railway of *Ireland*, and may do all such Acts and Works as are necessary in order to effect the Communications between the Railways by this Act authorized and the *Midland Great Western* Railway of *Ireland*, and such Communications shall be made and maintained in a substantial Manner by means of Connexion Rails and Points, at the Expense of the Company, and to the reasonable Satisfaction of the Engineer for the Time being of the *Midland Great Western* Railway of *Ireland* Company; and in case of Difference between

such

such Engineer and the Engineer of the Company with respect to any Works for effecting such Communications, the same shall be determined by an Engineer to be appointed by the Board of Trade.

Provision as to Signals, Watchmen, &c., to prevent Danger at Points of Junction.

21. The *Midland Great Western* Railway of *Ireland* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as they may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junctions between their Railway and the Railway by this Act authorized; and the Working and Management of such Signals, Works, and Conveniences, whether on the Lands of the *Midland Great Western* Railway of *Ireland* Company or on the Lands of the Company, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Midland Great Western* Railway of *Ireland* Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Midland Great Western* Railway of *Ireland* Company, on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction: Provided always, that whenever any Dispute shall arise between the said Two Companies as to the Necessity or the Cost of Erection and Maintenance of any such Signal, Work, or Convenience, or the Appointment of any such Watchman, Pointsman, or other Servant, such Dispute may, at the Instance of either Company, be referred to the Board of Trade, and if the Board of Trade shall determine that the Signal, Work, or Convenience, or the Appointment of any such Watchman, Pointsman, or other Servant, which may be the Subject of Dispute, is unnecessary for the Prevention of Danger or Obstruction to or Interference with Traffic at or near the *Midland Great Western* Railway of *Ireland*, the Company shall not be liable for any Costs, Expenses, or Wages with respect to the erecting, maintaining, working, or Management of such Signal, Work, or Convenience, or the Employment of such Watchman, Pointsman, or other Servant, anything herein-before contained to the contrary notwithstanding.

Interference with Work of Midland Great Western Railway of Ireland Company.

22. Nothing in this Act contained shall authorize or enable the Company to take or enter upon any of the Lands belonging to the *Midland Great Western* Railway of *Ireland* Company, or to alter, vary, or interfere with the said *Midland Great Western* Railway of *Ireland*, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between that Railway and the Railways hereby authorized.

Lands for extra-ordinary Purposes.

23. The Quantity of Land near or adjoining the Railway which the Company may purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Powers for compulsory Purchases limited.

24. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion of Railway.

25. The Railway shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Security for Completion of Railway within Time limited.

26. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Twelve thousand Pounds (being Eight *per Centum* upon the estimated Expense of the Railway by this Act authorized to be constructed) has been deposited with the Court of Chancery in *Ireland* in respect to the Application to Parliament of this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railway either open the same for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the additional Capital of One hundred and fifty thousand Pounds by this Act authorized to be raised by them by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom

Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Twelve thousand Pounds shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Twelve thousand Pounds if the Company shall not within the Time limited for the Completion of the Railway either open the same for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by them by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

27. The Company may demand and take the same Tolls and Charges for and in respect of the Railway by this Act authorized to be constructed as they are authorized to demand and take under and by virtue of "The *Enniskillen and Bundoran* Railway Act, 1861," and as if the Railway authorized by this Act formed Part of the Railway authorized by that Act: Provided always, that the maximum Tolls and Charges to be demanded and taken by the Company for and in respect of the Railway by this Act authorized shall in no Case exceed those limited by that Act.

Railway to form Part of Company's Undertaking.

28. In all respects not by or under the Provisions of this Act otherwise provided for the Railway by this Act authorized shall be and be deemed to be Part of the Undertaking of the Company, and the Company may apply for the Purposes of this Act any Monies which they or the *Dundalk and Enniskillen* Railway Company have raised or may raise under the Powers of the recited Act, and which they

they or the *Dundalk and Enniskillen* Railway Company do not require for the Purposes of the said recited Act.

Power to create new Shares.

29. The Company may from Time to Time raise for the Purposes of this Act any Sum not exceeding in the whole One hundred and fifty thousand Pounds by the Creation and Issue of ordinary Shares, either of One Class or of different Classes, and of such Amounts as will allow the same to be conveniently appropriated and disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company.

Qualifications of new Shareholders.

30. All new Shares in the Company created under the Powers of this Act shall, in proportion to the aggregate Amount of Capital in such Shares held by the same Person at the same Time, confer the like Qualifications and Rights of voting as the like aggregate Amount of Capital in original Shares of the Company would confer.

Disposition of new Shares.

31. Any new Shares created by the Company under the Powers of this Act may be disposed of in such Manner and to such Persons and on such Conditions as the Company think fit.

Power to cancel unissued Shares.

32. If, after having created any Shares under the Powers of this Act or of the recited Act, the Company resolve not to issue the same, they may cancel the Shares to which such Resolution applies, and in lieu thereof may create and issue other Shares not exceeding the aggregate Amount of Capital represented by the Shares so cancelled.

Calls.

33. One Fifth of the total Amount of any Share issued under the Authority of this Act shall be the greatest Amount of any One Call thereon, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fifths of the Amount of a Share shall be called up in any One Year.

Power to borrow.

34. When the whole of the additional Share Capital of the Company by this Act authorized is subscribed for, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by any General Meeting of the Company, not exceeding in the whole Fifty thousand Pounds, in addition to the Sums which they are already authorized to borrow.

35. All

Priority of existing Mortgages.

35. All Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall during their Continuance have Priority over all Mortgages granted by virtue of this Act.

Application of Monies raised under this Act.

36. All Monies which the Company are by this Act authorized to raise either by Shares or by Mortgage shall be applied only to the Purposes by this Act and the recited Act authorized.

Certain Provisions of 8 & 9 Vict. c. 16. incorporated.

37. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Consolidation of the Shares into Stock, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the Money borrowed into Capital, and with respect to the making of Dividends, shall be incorporated with this Act, and shall, in all Particulars not otherwise provided for by or under the Powers of this Act, respectively apply to all Shares and Capital created and to all Monies borrowed and Mortgages granted under the Powers of this Act.

Certain Sections of recited Act extended to Railway authorized by this Act.

38. Sections Fifty-eight to Sixty-three inclusive of the recited Act, enabling the Company and the *Dundalk and Enniskillen* Railway Company to enter into Contracts and Agreements with respect to the Railway by that Act authorized, and containing Provisions with respect to such Contracts and Agreements, shall extend and apply to the Railway by this Act authorized.

Interest not to be paid on Calls paid up.

39. The Company shall not, out of any Money by this or the recited Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay to any Shareholder Interest or Dividend on the Amount of the 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 the "Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

40. The Company shall not, out of any Money by this or the recited Act authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

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

41. Nothing herein contained shall be deemed or construed to exempt the Company or the Railway by this Act authorized to be made from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during 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 authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

42. The Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and preparatory or incidental thereto, shall be paid and discharged by the Company.

Short Title.

43. This Act may be cited for any Purpose as "The *Enniskillen, Bundoran, and Sligo* Railway Act, 1862."

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