ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. cxxxix.

An Act for changing the Name of the *Dundalk and Enniskillen* Railway Company to the Name "The *Irish North-western* Railway Company," and for authorizing them to make and maintain an additional Line of Railway and other Works, and to make Arrangements with other Companies and Public Bodies, and to raise further Monies; and for other Purposes.

[7th *July* 1862.]

WHEREAS by "The *Dundalk and Enniskillen* Railway Act, 1845," the *Dundalk and Enniskillen* Railway Company (in this Act called "the Company") were incorporated and were authorized to make and maintain a Railway from *Dundalk* by way of *Clones* to *Enniskillen*, with Two Branches therefrom, but the Company were restrained from making the Portion thereof between *Clones* and *Enniskillen*, in the event which happened of the making of a Line of Railway between *Clones* and *Enniskillen* by the *Newry and Enniskillen* Railway Company being authorized: And whereas the Company made their Line of Railway from *Dundalk* to *Castleblaney*: And whereas the *Newry and Enniskillen* Railway Company did not make the Line of Railway between *Clones* and *Enniskillen* which they were authorized to make: 8 & 9 Vict. c. xcvi.

make: And whereas "The *Dundalk and Enniskillen* Railway Act, 1847," and "The *Dundalk and Enniskillen* Railway Act, 1850," were afterwards passed with respect to the Company: And whereas by "The *Dundalk and Enniskillen* Railway Act, 1852," the Company were authorized to make and maintain an Extension of their Line of Railway to *Enniskillen*: And whereas by "The *Dundalk and Enniskillen* Railway Extensions Act, 1855," the Company were authorized to make and maintain an Extension Railway from *Shantonagh* to *Cavan*, and an Extension of their Railway to the Steam Packet Quay at *Dundalk*: And whereas by "The *Dundalk and Enniskillen* Railway Act, 1857," the Company were authorized to make and maintain Deviations from and Alterations of their authorized Works: And whereas "The *Dundalk and Enniskillen* Railway (Capital) Act, 1858," was afterwards passed with respect to the Company: And whereas by "The *Dundalk and Enniskillen* Railway Act, 1859," the Company were authorized to make and maintain as Branches from their Railway the *Clones and Cavan* Extension and the *Belturbet* Branch: And whereas it is expedient that the Periods by that Act limited for the compulsory Purchase of Lands, and the Execution of Works for the *Belturbet* Branch, be extended: And whereas it is expedient that the Company be authorized to make and maintain at *Dundalk* the Quay Extension of their Railway by this Act authorized: And whereas by "The *Londonderry and Enniskillen* Railway Act, 1845," the *Londonderry and Enniskillen* Railway Company (in this Act called "The *Londonderry* Company") were incorporated and were authorized to make and maintain a Railway from *Londonderry* to *Enniskillen*: And whereas by "The *Londonderry and Enniskillen* Railway Act Amendment, 1846," the *Londonderry* Company were authorized to make and maintain at *Londonderry* an Extension of their Railway to the Bridge over the *Foyle* and a Branch Railway to *Omagh*: And whereas by "The *Londonderry and Enniskillen* Amendment Railway Act, 1848," the *Londonderry* Company were authorized to abandon the making of a Part of their authorized Line of Railway between *Omagh* and *Enniskillen*, and to enlarge their Station and make other Works at *Londonderry*: And whereas by "The *Londonderry and Enniskillen* Railway Acts Amendment, 1850," the *Londonderry* Company were authorized to make and maintain an Extension of their Railway from *Strabane* to *Omagh*: And whereas by "The *Londonderry and Enniskillen* Railway Consolidation Act, 1852," the recited Acts relating to the *Londonderry* Company were repealed, but with a Saving of Rights thereunder, and the *Londonderry* Company were re-incorporated, and their Railways, Works, and Property were revested in them, and they were authorized to make and maintain an Extension of their Railway between *Londonderry* and *Strabane*: And whereas by "The *Londonderry and Enniskillen* Railway Act, 1854," the *Londonderry* Company were authorized to make and maintain a Branch Railway to *Fintona*, and an Extension of their Railway and other Works at *Londonderry*: And whereas "The *Londonderry and Enniskillen* Railway Act, 1856," was afterwards passed with respect to the *Londonderry* Company: And whereas

10 & 11 Vict. c. lxv.
13 & 14 Vict. c. lxxvi.
15 & 16 Vict. c. xli.
18 & 19 Vict. c. cv.
20 & 21 Vict. c. civ.
21 & 22 Vict. c. xvi.
22 & 23 Vict. c. li.
8 & 9 Vict. c. xcviii.
9 & 10 Vict. c. cccxviii.
11 & 12 Vict. c. lxxix.
13 & 14 Vict. c. xiv.
15 & 16 Vict. c. xliv.
17 & 18 Vict. c. cxxxv.
19 & 20 Vict. c. cxxiv.

whereas by "The *Dundalk and Enniskillen* Railway Act, 1859," Provision was made for a Sale and Transfer or a Lease of the Undertaking of the *Londonderry* Company to the Company: And whereas the *Londonderry* Company have delivered Possession of their Railways and Works to the Company, who are maintaining and working the same: And whereas it is expedient that the Company be authorized to make and maintain the Enlargement of the Station and other Works at *Londonderry* by this Act authorized, and to acquire Lands there: And whereas it is expedient that further Provision be made with respect to the Sale of superfluous Lands of the Company and the *Londonderry* Company respectively: And whereas it is expedient that the Company on the one hand, and the *Londonderry* Bridge Commissioners, and the *Londonderry* Port and Harbour Commissioners, or either of them, on the other hand, be authorized to enter into and carry into effect such Contracts, with respect to their respective Undertakings and Interests, as are by this Act authorized: And whereas at divers Times since the Company acquired the Possession of the *Londonderry and Enniskillen* Railway they have been called by the Name of "The *Dundalk, Enniskillen, and Londonderry* Railway Company," and it is expedient that the Name of the Company be changed to the Name "The *Irish North-western* Railway Company": And whereas it is expedient that the Number of Directors of the Company be increased: And whereas by their Act of 1845 the Company were authorized to raise a Capital of Seven hundred and fifty thousand Pounds by Shares, and to borrow not exceeding Two hundred and fifty thousand Pounds: And whereas by their Act of 1847 the Capital of the Company was reduced to Four hundred and fifty thousand Pounds, and the Amount which they might borrow was reduced to One hundred and fifty thousand Pounds: And whereas by their Act of 1850 the Capital of the Company was reduced to Four hundred and six thousand eight hundred Pounds, and the Amount which they might borrow was reduced to One hundred and thirty-five thousand six hundred Pounds: And whereas by their Act of 1852 the Company were authorized to cancel forfeited Shares, and to create and issue instead thereof new Shares: And whereas by the Company's Act of 1855 they were authorized to raise a further Capital of Ninety thousand Pounds by Shares, and to accept Surrenders of Shares, and to issue new Shares instead of the surrendered Shares, and to attach preferential Dividend to the Shares issued under the reciting Act, and to borrow further Sums not exceeding Thirty thousand Pounds: And whereas Shares of the Capital of the Company, to the nominal Amount of Two hundred and thirty-five thousand three hundred and eighty Pounds, were accordingly surrendered, and under the Authority of their Act of 1855 the Company issued First-class preferential Shares to the nominal Amount of Three hundred and twenty-five thousand three hundred and eighty Pounds, bearing Five Pounds *per Centum per Annum* Dividend: And whereas by their Act of 1858 the Company were authorized to raise a further Capital of Seventy-five thousand Pounds by Shares as preferential Capital, and to borrow further Sums not exceeding Twenty-four

22 & 23 Vict. c. li.

four thousand nine hundred Pounds: And whereas the Company accordingly issued Second-class preferential Shares to the nominal Amount of Seventy-five thousand Pounds, bearing Five Pounds *per Centum per Annum* Dividend: And whereas by their Act of 1859 the Company were authorized to raise an additional Capital of One hundred and thirty thousand Pounds by Shares as preferential Capital, and the *Ulster* Railway Company were authorized to take Shares to the Extent of Thirty thousand Pounds, and the *Dublin and Drogheda* Railway Company and the *Dublin and Belfast Junction* Railway Company were authorized to take Shares to the Extent of Twenty thousand Pounds each: And whereas the Company accordingly created Third-class preferential Shares to the nominal Amount of Sixty thousand Pounds, bearing Five Pounds *per Centum per Annum* Dividend; and also created Third-class preferential Shares to the nominal Amount of Forty thousand Pounds, bearing Four Pounds *per Centum per Annum* Dividend, with an additional Dividend when the Dividend on the ordinary Capital exceeds the Rate of Four Pounds *per Centum per Annum*, and having equal Priority as to Payment of Dividend with the Third-class preferential Shares of the nominal Amount of Sixty thousand Pounds, and also created "*Clones and Cavan* Extension Special Shares" to the nominal Amount of Thirty thousand Pounds: And whereas the *Ulster* Railway Company have taken those Special Shares to the nominal Amount of Thirty thousand Pounds, subject to the Provisions of the Act of 1859, and the *Dublin and Drogheda* Railway Company and the *Dublin and Belfast Junction* Railway Company have taken Shares of that preferential Capital to the nominal Amount of Twenty thousand Pounds each: And whereas the Capital of the Company and their Debenture Debt now stand as follows; (that is to say,)

		£
First-class preferential Shares		325,380
Second-class preferential Shares		75,000
Third-class preferential Shares, 5*l. per Cent.*	£60,000	
„ „ „ 4*l. per Cent.*	40,000	
		100,000
Special Shares taken by the *Ulster* Railway Company		30,000
Ordinary Capital		171,420
Total		£701,800
Debenture Debt		190,500
Total Capital and Debenture Debt		£892,300

And whereas Plans and Sections of the intended Railway and other Works showing the Lines and Levels thereof respectively, with Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes of this Act, have been deposited with the respective Clerks of the Peace for the City and County of *Londonderry* and the County

County of *Louth*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of their Undertaking: 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.

1. This Act may for all Purposes be cited as "*Irish North-western* Railway Act, 1862."

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

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and "The Railways Act (*Ireland*), 1851," and "The Railways Act (*Ireland*), 1860," (save so far as any of the Sections and Provisions of those Acts respectively are expressly excepted or varied by this Act,) are incorporated with this Act.

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

3. 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 Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for the Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

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

With respect to the Consolidation of the Shares into Stock.

Same Meanings to Words in incorporated Act and this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

"The Admiralty."

5. In this Act the Expression "the Admiralty" means 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.

Change of Name of Company to "The Irish North-western Railway Company."

6. From and after the passing of this Act, the Name of the Company, instead of being the Name "The *Dundalk and Enniskillen* Railway Company" shall be the Name "The *Irish North-western* Railway Company," and under that Name the Company shall be and continue as if that

that Name were the Name under which the Company were originally incorporated; provided that all Acts, Deeds, and Things before the passing of this Act made, executed, and done by or with reference to the Company under the Name "The *Dundalk, Enniskillen, and Londonderry* Railways Company," shall be as valid and effectual for, against, and with respect to the Company as if the same had been made, executed, and done under their original Name of Incorporation.

Railways to constitute Irish North-western Railway.

7. From and after the passing of this Act the several Railways, Sidings, Stations, Buildings, Lands, Works, and Conveniences, and Property of the Company under the several Acts already passed relating to the Company, and the several Lands, Lines of Railway, Works, and Conveniences from Time to Time acquired and made by the Company under this Act, and all other the Lands and Property from Time to Time of the Company, shall together be known as "The *Irish North-western* Railway" (in this Act called "the Railways"), and shall be vested in and be the Company's Railways, Works, and Property.

Company to continue incorporated.

8. Notwithstanding the Change of the Company's Name, but subject to the Provisions of this Act, the Company shall continue incorporated, and be regulated by and in accordance with the several Acts already passed relating to the Company and from Time to Time in force, and this Act respectively, but from and after the passing of this Act those Acts respectively shall be read and have effect as if the Company were named or referred to therein by their Name under this Act instead of by their original Name of Incorporation.

General Saving of Rights notwithstanding Change of Name.

9. Notwithstanding the Change of the Company's Name, everything before the passing of this Act done, suffered, and confirmed respectively by, against, or with reference to the Company by their original Name shall be as valid as if the Change of Name had not taken place, and the 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, Liability, Claims, and Demands, both present and future, which if the Change of Name had not happened would be incident to and consequent on any and everything so done, suffered, and confirmed respectively; provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Provisions of other Acts continued.

10. Notwithstanding the Change of the Company's Name, all the Provisions of any and every Act of Parliament relating to the Company and their Directors, Officers, and Servants respectively, and on the passing of this Act in force, shall be of the like Force as if the Change of Name had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Directors, Officers, and Servants respectively accordingly.

11. Not-

Contracts, &c. preserved.

11. Notwithstanding the Change of the Company's Name, all Purchases, Sales, Conveyances, Guarantees, Securities, and Contracts whatsoever before the passing of this Act made, executed, or entered into by, to, or with respect to the Company shall be as valid and effectual to all Intents for, against, and with respect to the Company as if the Change of Name had not happened, and may be proceeded on and enforced accordingly.

Extension of Powers to take Lands for Belturbet Branch.

12. The Powers by "the Company's Act of 1859" granted to them for purchasing Lands for the Purposes of the *Belturbet* Branch are by this Act extended, and may be exercised within but shall not be exercised after the First Day of *January* One thousand eight hundred and sixty-four.

Extension of Powers for making Belturbet Branch.

13. The Powers by "the Company's Act of 1859" granted to them for making the *Belturbet* Branch are by this Act extended and may be exercised within, but shall not be exercised after the First Day of *August* One thousand eight hundred and sixty-five, and except with the Consent of the *Ulster* Company shall not be exercised after the First Day of *August* One thousand eight hundred and sixty-four.

Contracts not to be prejudiced.

14. The Extension of Time by this Act authorized for the Purchase of Lands and Completion of Works shall not in anywise prejudice or affect any Contract entered into or Notice given by the Company before the passing of this Act for purchasing, taking, or using any Lands which under the Company's Act of 1859 they may have been entitled to purchase, take, or use, but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings shall be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both in Law and in Equity, as if such Extension of Time had not been authorized.

Power to take and use Lands shown on deposited Plans

15. For the Purposes of the Railway and Works by this Act authorized and shown on the deposited Plans, and also for carrying this Act into effect, the Company from Time to Time, subject to the Provisions of this Act, may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think expedient: Provided that nothing in this Act contained shall empower the Company to enter upon, take, or use any of the Lands defined on the Plans deposited with the Clerk of the Peace for the City and County of *Londonderry*, which are situate on the South-eastern Side of the centre Line of Railway from A to B delineated on the said Plans, nor any Part of the Properties numbered on the said Plans 17, 50, 51, 52, 53, and 54, in the Parish of *Templemore* and Townland of *Londonderry*, and 1, 2, 3, 4, 5, and 6, in the Extra-parochial Lands forming Part of the Bed and Soil of the River *Foyle* and the Shores thereof, nor any greater Quantity of the Lands defined on the said Plans, and lying on the

the North-western Side of the North-western Boundary of the proposed Diversion of *Foyle Road* than shall be requisite for constructing the said Diversion as shown on the said Plans.

Powers for compulsory Purchases limited.

16. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of the Works at *Dundalk* by this Act authorized shall not be exercised after the Expiration of Three Years after the passing of this Act, and for the Purpose of the Works at *Londonderry* shall not be exercised after the Expiration of Five Years from the passing of this Act.

Lands for extraordinary Purposes, &c.

17. The Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be taken compulsorily, any Quantity of Land adjoining or near to the Railway, not exceeding in the whole Two Acres: Provided always, that nothing in this Act contained shall authorize the Company to purchase any further Lands at *Omagh*.

General Power to use Lands for Purposes of Act.

18. The Company from Time to Time may use for any of the Purposes of this Act such of the Lands from Time to Time vested in them as they think fit.

Sale of superfluous Lands.

19. With respect to all Lands from Time to Time vested in the *Londonderry* Company and the Company respectively, by or under any of the recited Acts, "the prescribed Period," under Section 127 of "The Lands Clauses Consolidation Act, 1845," shall be Five Years after the passing of this Act: Provided always, that the net Monies arising from the Sale of superfluous Lands on the *Clones and Cavan* Extension and *Belturbet* Branch shall be carried to the Credit of the separate Capital Account of the Expenditure on such Extension and Branch, and the Accounts relating thereto shall be kept and be open to Inspection, and as if they were Accounts which by Section 54 of "The *Dundalk and Enniskillen* Railway Act, 1859," the Company are directed to keep, but those net Monies shall not be deemed divisible Profits, and shall be applied only as Capital.

Power to make Works authorized by Act.

20. Subject to the Provisions of this Act the Company from Time to Time may make, in the Lines and in accordance with the Levels shown on the deposited Plans and Sections, and in the Lands delineated on the deposited Plans and specified in the deposited Books of Reference, the several Works by this Act authorized.

Works authorized by Act.

21. The Works by this Act authorized comprise the following Works, with all proper Sidings, Approaches, Stations, Quays, Wharves, Landing Stages, Walls, Fences, Works, and Conveniences connected therewith; (that is to say,)

First, the making and maintaining of a new Road or Street (wholly within the Townland of *Londonderry* and Parish of *Templemore*), commencing

commencing by a Junction with *Bridge Street* at or near to the Point where *Foyle Road* now joins that Street, and terminating by a Junction with *Foyle Road* at or near to a Point distant Three Chains or thereabouts from the Southern End of *Wapping Lane* and at the Eastern Side thereof:

Secondly, when and so soon as the new Road or Street shall be completed, the stopping up of so much of *Foyle Road* in the Townland of *Londonderry* in the Parish of *Templemore* in the City and County of *Londonderry* as lies between the End thereof where it joins *Bridge Street* and a Point distant Three Chains or thereabouts from the Southern End of *Wapping Lane* and on the Eastern Side thereof:

Thirdly, the enlarging and improving of the Station and Station Accommodation, Works, and Conveniences of the *Londonderry* Line at *Londonderry*:

Fourthly, the making and maintaining of a Railway or Tramway (No. 2), commencing in the Townland of *Marshes Lower* in the Parish of *Dundalk* and County of *Louth* by a Junction with the *Dundalk and Enniskillen* Railway at or near to the Goods Store at the *Dundalk* Terminus thereof, and terminating in the Townland of *Townparks* in the same Parish and County, at or near to the Western End of the Quay on the River of *Dundalk* now or late in the Possession of Mrs. *Mary Gertrude Russell*:

Provided always, that in constructing the proposed Diversion of *Foyle Road* and in enlarging the said Station the Company shall not obstruct or interfere with the Approach from *Foyle Street* to the new Bridge authorized by the "*Londonderry* Bridge Act, 1859," or any other Works authorized by that Act.

Level Crossing.

22. The Company may make and maintain the Railway or Tramway No. 2, at *Dundalk* across *Quay Street* on the Level, and lay down thereon a double Line of Rails, but if they do so they shall make and maintain a Bridge there over the Railway or Tramway proper and sufficient for Foot Passengers.

No shunting at level Crossing.

23. It shall not be lawful to shunt any Engine, Carriage, Truck, or Train so as to pass over the level Crossing, and no Train, Engine, Carriage, or Truck shall be allowed to stand on the level Crossing.

Lodge at level Crossing.

24. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain a Lodge at the Point where the Railway or Tramway No. 2 crosses *Quay Street* on the Level, and the Company shall be subject to and abide by all Rules and Regulations with respect to the crossing of *Quay Street* on the Level, or with respect to the Speed at which Trains shall pass *Quay Street*, as are from Time to Time made by the Board of Trade, and if the Company fail to erect or at all Times maintain the Lodge or to appoint a proper and competent Person to watch and superintend the level Crossing there, or

to observe or abide by the Rules and Regulations so made, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day the Offence continues after the Penalty of Twenty Pounds is incurred.

Bridge instead of level Crossing.

25. The Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after the Railway is completed and opened for public Traffic, require the Company within such Time as the Board of Trade direct and at the Expense of the Company to carry *Quay Street* either under or over the Railway by means of a Bridge or Arch instead of crossing *Quay Street* on the Level, or to execute such other Works as under the Circumstances appear to the Board of Trade best adapted for removing or diminishing the Danger arising from the level Crossing.

Power to deviate at Point of crossing at Barrack Street at Dundalk.

26. In making the Railway or Tramway No. 2 at *Dundalk* across *Barrack Street* the Company may deviate vertically from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet which the Town Commissioners of *Dundalk* approve.

Provision for Branch Railway on Quays at Dundalk.

27. If in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," any Branch Railway be made on the Quays at *Dundalk* to communicate with the Railway or Tramway No. 2 there, the Junction thereof with that Railway or Tramway shall be made and maintained under the Superintendence and to the Satisfaction of the Company's Engineer, and on such Terms and Conditions with respect to the making, maintaining, working, and using of the same and the Expenses relating thereto, as are from Time to Time mutually agreed on between the Company and the Owners, Lessees, and Occupiers of those Quays.

Plans of Works affecting tidal Water to be deposited at the Admiralty.

28. Previously to commencing any Work whatever (if any) in, over, or affecting any tidal Water, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the Works for the Approval of the Admiralty, to be signified in Writing under the Hand of the Secretary of the Admiralty, and the Work shall be constructed only in accordance with the Approval, and when any such Work shall have been commenced or constructed, the Company shall not at any Time alter or extend the same without obtaining previously to making any such Alteration or Extension the like Approval, and if any such Work shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, the Admiralty may abate, alter, and remove the same, and 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 recoverable from the Company.

29. If

Admiralty may order a local Survey.

29. If at any Time or Times it shall be deemed expedient by the Admiralty to order a local Survey and Examination of any Works (if any) 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 the Crown from the Company, and if not paid upon Demand, may be recovered as a Debt due to the Crown, with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

If Works on tidal Water abandoned, Admiralty may remove same.

30. 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, the Admiralty may abate and remove the same or such Part or Parts thereof as they shall at any Time or Times deem fit and proper, and may 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 Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

For preserving Access between the Land and Water.

31. Where the Railway cuts off or will cut off Access between the Land and Water, the Company shall, during the Formation of the Line of Railway and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times free of Toll or other Charge all such Footways and Carriageways over, under, or across the Railway, or on a Level therewith, as the Admiralty shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty; provided that the Company shall not be required to make the Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have received Compensation in Land or Works or otherwise for the Severance of the Lands from the Shore: Provided also, that the Expense of making and maintaining the Footways or Carriageways shall be defrayed by the Body or Persons interested in the Shore for whose Benefit or Convenience the Crossing is required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching the level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of the level Crossing shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience the level Crossing is made.

32. The

Periods for Completion of Works.

32. The several Works at *Dundalk* by this Act authorized shall be completed within Five Years after the passing of this Act, and the several Works at *Londonderry* by this Act authorized shall be completed within Six Years after the passing of this Act, and on the Expiration of those Periods respectively the Powers of the Company with respect to the respective Work shall cease to be exercised, except with respect to so much thereof as is then completed.

Suspension of Dividends *till* Railways completed.

33. If any of the several Lines of Railway at *Dundalk* by this Act authorized be not completed and opened for public Traffic by the Period limited in that Behalf, then the Payment of any Dividend on the ordinary Shares of the Company's Capital shall be suspended until the respective Line of Railway is completed, and opened for public Traffic: Provided always, that for the Purposes of this Enactment, the Shares of the *Ulster* Railway Company, called in "The *Dundalk and Enniskillen* Railway Act, 1859," "*Clones and Cavan* Extension Special Shares," shall not be deemed to be ordinary Shares or be subject to any Suspension of Dividend.

Tolls on Railways authorized by Act.

34. Subject to the Provisions of the Company's Acts applicable in that Behalf, the Company may demand and take, in respect of the Railway by this Act authorized, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the Company's Acts, or any of them, the Company are authorized to demand and take for like Traffic, Services, and Matters on any of their other Lines of Railway.

Maximum Tolls to be so taken.

35. Provided, That the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of the Railway by this Act authorized, or any Part thereof, and for Locomotive Engines or other Power, and for Carriages, Waggons, and Trucks, and every Expense incidental to the Conveyance of their Traffic thereon, shall not exceed the Sums in that Behalf limited by the Company's Acts.

Contracts between Company and other Bodies, &c.

36. The Company, on the one hand, and the *Londonderry* Bridge Commissioners and the *Londonderry* Port and Harbour Commissioners, or either of them, on the other hand, from Time to Time may enter into and carry into effect all such Contracts as the contracting Parties from Time to Time think fit with respect to all or any of the Purposes in that Behalf by this Act authorized, and any Matters incidental or accessory thereto; and every such Contract may be on such Terms and Conditions whatsoever as the contracting Parties think fit.

Purposes of the Contracts.

37. The Purposes for which Contracts between the Company and those Commissioners respectively may be entered into comprise the following Purposes; (that is to say,)

First,

First, the Maintenance or Ownership by the contracting Parties, or any of them, of all or any Part of the existing or authorized Railways, Stations, Bridges, Approaches, Tramways, Quays, Wharfs, Property, Works, and Conveniences at or near to *Londonderry* of the other or others of them:

Secondly, the purchasing or leasing by the contracting Parties, or any of them, of all or any Part of those Railways and Premises:

Thirdly, the working or using by the contracting Parties or any of them, of all or any Part of those Railways and Premises:

Fourthly, the Acquisition by the contracting Parties, or any of them, of Lands for the Purposes of all or any Part of those Railways and Premises, and for or with reference to any Works incident or auxiliary thereto or consequent thereon, or which may be facilitated or benefited thereby or beneficially connected therewith:

Fifthly, the Collection, Transmission, Delivery, and Accommodation of Traffic on and at all or any Part of those Railways and Premises:

Sixthly, the fixing and collecting by and paying to and by the contracting Parties, or any of them, of all or any of the Tolls, Fares, Rates, and Charges, Income, and Profits from Time to Time received or receivable by the contracting Parties, or any of them, in respect of all or any Part of the said Railways and Premises at or near to *Londonderry*, and all or any Part of the Traffic thereon and thereat:

Seventhly, the Division, Appropriation, and Distribution between, to, and among the contracting Parties, or any of them, of all or any Part of those Tolls, Fares, Rates, and Charges, Income, and Profits:

Eighthly, the Payments, Subscriptions, Loans, Guarantees, Contributions, and Allowances to be made or given by any of the contracting Parties to any other or others of them.

Contracts not to affect Third Parties.

38. No such Contract shall in any Manner alter, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Parties thereto are respectively from Time to Time authorized to demand and take from any Person or other Company, but all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Benefit and User of the Railways or Works to which the respective Contract relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Contract were not made.

Sanction of Shareholders for Contracts.

39. No such Contract nor any Modification thereof shall have any Operation unless it is sanctioned by Three Fifths at least of the Shareholders of the Company present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose.

Board of Trade's Approval of Contracts.

40. No such Contract with respect to the working or User of any Railway (not being a Contract which could be entered into under "The Railways Clauses Consolidation Act, 1845,") shall have any Operation until it be approved by the Board of Trade, and the Board of Trade shall not

not approve any such Contract without being satisfied of its having the requisite Sanction of Shareholders.

Modification of Contracts by Board of Trade.

41. The Board of Trade, if they think it requisite for the Interests of the Public, may, on the Expiration of Ten Years after their Approval of any such Contract, and so from Ten Years to Ten Years, require any of the Terms and Conditions thereof which they think prejudicial to the public Interests to be so modified as to obviate the public Injury, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and thenceforth such Contract shall be construed and take effect with the Modification accordingly.

Power for Company to raise additional Capital.

42. The Company may raise, by the Creation and Issue from Time to Time of new Shares, the additional Capital of One hundred and ninety-eight thousand two hundred Pounds, making, with their present Capital of Seven hundred and one thousand eight hundred Pounds, a total Capital of Nine hundred thousand Pounds.

Company may cancel unissued new Shares.

43. If, after creating any new Shares under this Act, the Company determine not to issue the whole of the new Shares, they may cancel the unissued new Shares.

Company may cancel forfeited Shares.

44. Where any Share of the Capital of the Company is declared forfeited, and the Forfeiture is confirmed by a General Meeting of the Company in accordance with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," and Notice of the Forfeiture is given by Advertisement in the *Dublin Gazette* and in some *Dublin* daily Morning Newspaper; and if the Directors are unable to sell the Share for a Sum equal to the Arrears of Calls and Interest and Expenses due in respect thereof, then and in every such Case at any General Meeting of the Company held after an Interval of at least Two Months after the Notice is given, and if Payment of all Arrears of Calls, with the Interest due thereon and all Expenses, be not made by the registered Holder of the Share before the Meeting is held, the Company may resolve that the Share instead of being sold shall be cancelled, and the Share shall thereupon be cancelled accordingly.

Evidence for Cancellation.

45. A Declaration in Writing, made by some credible Person before a Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls, Interest, and Expenses due in respect of the Share could not be obtained for the same on the Stock Exchange of the City of *Dublin* at the Time of the Cancellation thereof, shall be Evidence of the Fact therein stated.

Shareholders liable to pay Calls, &c., notwithstanding Cancellation.

46. Where it is so resolved that any Share shall be cancelled, the registered Holder thereof, from and after the passing of the Resolution for the Cancellation thereof, shall be precluded from all Right and Interest therein, but the Cancellation shall not affect the Liability of the last registered Holder of the Share to pay to the Company the Arrears of

of Calls and Interest and Expenses due in respect of the Share at the Time of the Cancellation, or the Powers of the Company to enforce Payment thereof by Action or other legal Proceeding; Provided that the Value of the Share at the Time of the Cancellation shall be deducted from the Amount so then due; provided also, that if Payment of all Arrears of Calls and Interest and Expenses be made before the Meeting the Share shall revert to the Person who was the registered Holder thereof at the Time of the Forfeiture thereof, and shall be so re-entered on the Register.

Company may cancel forfeited Shares with Consent of Holders.

47. Where any Share of the Capital of the Company is declared forfeited, or where any Sum payable on any Share remains unpaid, the Company, with the Consent in Writing of the registered Holder of the Share, and with the Sanction of a General Meeting, may resolve that the Share shall be cancelled, and the Share shall thereupon be cancelled, and all Rights and Liabilities in respect of the Share shall thereupon be extinguished; provided that the Company shall not pay any Money for any such Surrender.

Power to cancel unissued Shares created under Act of 1859.

48. The Company may cancel all or any of the Shares from Time to Time unissued of the Capital of One hundred and thirty thousand Pounds created by them under their Act of 1859.

Power, with Consent of Holders, to cancel issued Shares under Act of 1859.

49. In order to the Exchange of any of the Shares from Time to Time issued of the Capital of One hundred and thirty thousand Pounds created by the Company under their Act of 1859, for any new Shares created under this Act, they may, with the Consent of the Holders thereof and the Sanction of a General Meeting, cancel the same, and all Rights and Liabilities in respect of the Shares so cancelled shall thereupon be extinguished.

Company may issue new Shares instead of cancelled Shares.

50. Whenever the Company under any of the Provisions of this Act cancel any Shares they may from Time to Time thereafter create and issue instead of the Shares so cancelled new Shares of an aggregate Amount not exceeding the aggregate Amount of what remained unpaid on the Shares so cancelled: Provided that every new Share so created in order to the Exchange thereof for an issued Share of the Company's Capital of One hundred and thirty thousand Pounds cancelled under this Act shall be of the same nominal Amount as the Share so cancelled, and shall be deemed paid up to the same Extent as the Share so cancelled.

Power to create new Shares of different Classes.

51. The new Shares which the Company from Time to Time may issue under this Act, may from Time to Time be issued by the Company, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential

ferential, perpetual, or terminable Dividend, and with any special Conditions or Restrictions, and the Company as they from Time to Time think fit may fix the Amounts and Times of Payment of Calls on the new Shares.

Restrictions as to preferential Shares.

52. Provided, That no new Shares issued by the Company under this Act shall bear any preferential Dividend beyond the Rate of Six Pounds *per Centum per Annum* on the Amount from Time to Time paid up thereon, or in accordance with this Act deemed to be paid up thereon: Provided also, that no new Share issued by the Company under this Act in exchange for any other Share shall be of greater nominal Amount or bear a higher Rate of Dividend than the Share in exchange for which it is issued: Provided also, that all the Shares of the same Class shall be of the same Amount, and all the Shares of the same Class shall bear like Dividend and confer like Privileges, and be subject to like Conditions or Restrictions.

Limit of preferential Dividend.

53. If in any Year ending with the Thirty-first Day of *December* the Profits of the Company applicable to the Payment of the preferential Dividend attached under this Act to any Share and falling due during the Year are insufficient for the Payment thereof, the Deficiency shall not be made good out of the Profits of the Company for any subsequent Year, or out of any other Funds of the Company.

Saving for existing preferential Shares of Company.

54. Provided, That no Preference or Priority in Payment of Dividend attached by the Company to any new Shares issued by them under this Act shall, without the Consent of the Persons interested, prejudice or affect any Preference or Priority in Payment of Interest or Dividend on any Shares from Time to Time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the passing of this Act, or which is otherwise from Time to Time lawfully subsisting.

Saving the Rights of the Ulster Railway Company as Holders of Clones and Cavan Extension Special Shares.

55. Provided always, That no Preference or Priority in Payment of Dividend attached by the Company to any Share created or issued under the Authority of this Act, and no Guarantee granted by the Company under the Authority of this Act, nor any other Thing done by the Company under the Authority of this Act, nor anything in this Act contained, shall prejudice or affect the Rights of the *Ulster* Railway Company under "The *Dundalk and Enniskillen* Railway Act, 1859," as the Holders of the Shares in such Act called "*Clones and Cavan* Extension Special Shares."

If Company's ordinary Shares at a Premium new Shares to be offered to existing ordinary

56. If at the Time of the issuing by the Company of any new Shares created by them under this Act their then ordinary Shares are at a Premium, then (unless the Company before the Issue of the Shares otherwise determine) the new Shares to be then issued (other than Shares created in order to be exchanged for Shares of the Company's Third-class preferential Capital) shall be of such Amount as will allow the same

same to be apportioned among the then Holders of the ordinary Shares in proportion as nearly as the Company find convenient to the ordinary Shares held by them respectively, and shall be offered to them at Par in that Proportion. Share-holders;

57. Provided, That the Company shall not be bound to make any such Apportionment of new Shares unless the new Shares to be so apportioned would be of the nominal Amount of at least Five Pounds each. but not if new Shares less than 5*l.* each.

58. Every such Offer of new Shares shall be made by Letter under the Hand of the Secretary or Treasurer of the Company given to every such ordinary Shareholder, or sent by Post addressed to him in accordance with his Address in the Company's Register, or left for him at his usual or last known Place of Abode, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed. Offer to be made by Letter.

59. The new Shares so offered shall vest in and belong to the ordinary Shareholders who accept them, or their Nominees. New Shares to vest in accepting Share-holders.

60. If any ordinary Shareholder fail for One Month after the Offer to him of new Shares to accept them and pay the Deposit, if any, thereon, the Company may dispose of the unaccepted new Shares to any other Persons. Disposal of new Shares to others.

61. Provided, That where any such ordinary Shareholder, from Absence abroad or other Cause satisfactory to the Directors of the Company, omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, the Directors, if they think proper, but not otherwise, may permit him to accept them notwithstanding the Time has elapsed. Enlargement of Time for accepting new Shares.

62. Except as is by this Act provided with respect to offering new Shares to ordinary Shareholders, and except also with respect to Shares created in order to be exchanged for Shares of the Company's Capital created under their Act of 1859, the Company from Time to Time may dispose of the new Shares at such Times and to such Persons and on such Terms and Conditions as the Company think fit. General Power to dispose of new Shares.

63. Every Person who becomes entitled to a new Share created by the Company under this Act shall in respect of the same be a Shareholder of the Company, and according to the Class or Sort of the Share shall be entitled to a Dividend with the other Holders of the Company's Capital proportioned to the whole Amount from Time to Time paid on the new Share, or in accordance with this Act deemed to be paid thereon. Dividends on new Shares.

Power to borrow on Mortgage.

64. The Company from Time to Time may borrow on Mortgage any Sums not exceeding (inclusive of the Sums which they are now authorized to borrow) Three hundred thousand Pounds: Provided, that as regards the Sum of Sixty-six thousand Pounds, Part of the Amount which the Company may borrow, they shall not borrow any Part thereof until the whole of the additional Capital of One hundred and ninety-eight thousand two hundred Pounds which they are by this Act authorized to raise is subscribed for or taken, and at least One Half thereof is actually paid up, or is in accordance with this Act deemed to be paid up, nor until they 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 the whole of that additional Capital of One hundred and ninety-eight thousand two hundred Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given the Certificate of the Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

65. Provided that all Mortgages granted by the Company before the passing of this Act, and now in force, shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Receiver for Mortgagees.

66. The Company's Mortgagees under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Application of Shares and Mortgages in discharge of Debts.

67. The Company from Time to Time may appropriate and apply any new Shares created under this Act (other than Shares to be exchanged for Shares of their Third-class preferential Capital), in or towards Satisfaction or Discharge of any of their Debts and Liabilities chargeable against Capital, or by way of Repayment of any Monies advanced to them and applied in or towards Satisfaction or Discharge of any of their Debts and Liabilities chargeable against Capital, and in order thereto may issue any of the new Shares as fully paid-up Shares, and may grant any Mortgage under this Act in or towards Satisfaction of any of their Debts and Liabilities chargeable against Capital, or by way of Repayment of any Monies advanced to them, and applied in or towards Satisfaction or Discharge of any of their Debts and Liabilities chargeable against Capital: Provided that the Principal Sum secured by any Mortgage so granted shall not exceed the Amount of the Debt or Liability or Advance to be thereby satisfied or discharged.

Application of Monies by Company.

68. All Monies from Time to Time raised by the Company by new Shares and by borrowing respectively shall be applied only to Purposes of the Company's Undertaking, and the Company may apply for any of the Purposes of this Act relating to them any Money from Time to Time raised

raised under any other Act relating to them, and which is not required for the Purposes (if any) for which it is made specially applicable.

Interest not to be paid on Calls paid up.

69. No Railway Company to which this Act relates shall, out of any Money by this Act or any other Act authorized to be raised by them by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him, provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in accordance with "The Companies Clauses Consolidation Act, 1845."

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

70. No Railway Company to which this Act relates shall, out of any Money by this Act or any other Act authorized to be raised by them by Shares or by borrowing, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time in force is 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 Railway or execute any other Work or Undertaking.

Number of Company's Directors increased to Twelve.

71. At and after the First Ordinary Meeting of the Company after the passing of this Act at which any Directors retire by Rotation, the Number of Directors of the Company shall be Twelve, exclusive of any Directors of the Company appointed by the *Dublin and Drogheda* Railway Company or the *Dublin and Belfast Junction* Railway Company, or either of them, under the Company's Act of 1857.

Saving Rights of Companies and Commissioners.

72. Except 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, or Privileges of the Company, or of any of the other Companies or Commissioners respectively named in this Act.

Saving Rights of the Irish Society.

73. Except as in this Act specially provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Honourable the *Irish* Society, the Governor and Assistants, *London*, of the new Plantation of *Ulster* within the Realm of *Ireland*, under or by virtue of any Charter heretofore granted to them by the Crown, or of any Statute in anywise relating thereto.

Saving Captain Huish's Award, &c.

74. Whereas in the Act of 1859 Provision is made for Arbitration in certain Cases between the Company and the *Portadown, Dungannon, and Omagh Junction* Railway Company, and by "The *Portadown, Dungannon, and Omagh Junction* Railway Act, 1860," Provision is made for a Joint Station at *Omagh*, and for the Accommodation of the Traffic on the *Londonderry and Enniskillen* Railway passing to and from the *Portadown, Dungannon, and Omagh Junction* Railway, and for facilitating the Interchange of Traffic between those Railways, and Disputes are directed to be determined by an Arbitrator to be appointed by the Board of Trade: And whereas Disputes having arisen between the *Ulster* Railway Company, the Lessees of the *Portadown, Dungannon,*

gannon, and Omagh Junction Railway on the one hand and the Company on the other hand, the Board of Trade appointed *Mark Huish* to be the Arbitrator under those Provisions: And whereas *Mark Huish* made his Award on or about the Twelfth Day of *October* One thousand eight hundred and sixty-one, and in such Award he prescribed the Arrangements as to the intended Joint Station, and directed Facilities to be afforded by each Party to the other of them: Therefore this Act and any and every of the Provisions in this Act contained shall be without Prejudice to the Provisions of the Act of 1859 and of "The *Portadown, Dungannon, and Omagh Junction* Railway Act, 1860," and of "The *Ulster* Railway Act, 1859," so far as those Provisions respectively are from Time to Time in force, and to the Award of the said *Mark Huish* and the Directions and Stipulations therein contained, and the Agreement referred to in such Award, so far as the same respectively are from Time to Time in force, and the said Award and any future Award made under the Provisions from Time to Time in force of any of those Acts shall not be altered or prejudiced by any of the Provisions of this Act.

Saving Rights of the Crown.

75. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said 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.

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

76. Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the Accounts of Railway Companies, or from any future Revision and Alteration under the Authority of Parliament, of the maximum Rates of Fares and Charges by any of the Acts relating to the respective Railway authorized, or of the Rates for small Parcels thereby respectively authorized.

Expenses of Act.

77. All the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act shall be paid by the Company.

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