ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap.* cxvi.

## An Act to alter the Line of the *Letterkenny* Railway in the County of *Donegal;* to extend and enlarge the Powers of the Act relating to that Railway; and to authorize certain Arrangements with the *Londonderry and Lough Swilly* Railway Company; and for other Purposes.

[13th *July* 1863.]

WHEREAS by "The *Letterkenny* Railway Act, 1860," (in this Act called "the Act of 1860,") the *Letterkenny* Railway Company (in this Act called "the Company") were incorporated, and were authorized to make and maintain a Railway from *Letterkenny* to the *Londonderry and Enniskillen* Railway at *Cuttymanhill* in the County of *Donegal*, and they were authorized to raise by Shares the Sum of One hundred thousand Pounds, and by borrowing on Mortgage of the Undertaking Thirty-three thousand three hundred Pounds: And whereas it is expedient that the Company should be empowered to alter the Line of a Portion of the Railway authorized to be made by the said Act, so that the same may unite with and be an Extension of the *Londonderry and Lough Swilly* Railway, instead of terminating by a Junction with the *Londonderry and Enniskillen* Railway: 23 & 24 Vict. c. xcix.

*The Letterkenny Railway Act*, 1863.

And whereas the Period limited by the Act of 1860 for the compulsory Purchase of Lands required for the Purposes of the Railway will expire on the Third Day of *July* One thousand eight hundred and sixty-three, and it is expedient that the same be extended so far as regards the Part of the authorized Line which is not relinquished under the Powers of this Act, and that the Time limited for the Completion of Works should be also extended: And whereas it is expedient that such Arrangements should be authorized between the Company and the *Londonderry and Lough Swilly* Railway Company, and such Powers conferred upon the last-mentioned Company, as are herein-after expressed: And whereas the Amount of Capital actually subscribed for or agreed to be subscribed for in the event of the Deviation or new Line of Railway being sanctioned by Parliament is Fifty-five thousand six hundred and ninety Pounds: And whereas working and other Arrangements between the Company and the *Londonderry and Enniskillen* Railway Company were authorized by the Act of 1860, but no such Arrangements have been entered into: And whereas it is expedient that some of the Powers and Provisions of the Act of 1860 be amended, extended, and enlarged as herein-after mentioned: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

**1.** This Act may for all Purposes be cited as "The *Letterkenny* Railway Act, 1863."

8 & 9 Vict. cc. 18. & 20., 14 & 15 Vict. c. 70., 21 & 22 Vict. c. 34., and 23 & 24 Vict. c. 106. incorporated.

**2.** "The Lands Clauses Consolidation Act, 1845," so far as the same is consistent with "The Railways Act (*Ireland*), 1851," "The Railways Clauses Consolidation Act, 1845," and "The Railways Act (*Ireland*), 1851," and the Act of the Twenty-first and Twenty-second Years of the Reign of Her present Majesty, intituled *An Act to continue the Railways Act* (Ireland), 1851, and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

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

Interpretation of Terms.

**4.** The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall read and have

have Effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt, and not a Debt or Demand created by Statute.

Powers for compulsory Purchases extended.

**5.** The Powers for the compulsory Purchase and taking of Lands granted by the Act of 1860 for the Purpose of making the Portion of the Railway authorized by such Act between the Town of *Letterkenny* and the Commencement of the Deviation or new Line of Railway by this Act authorized shall continue in force in respect of the Lands authorized to be taken for such Portion, and the Time limited for the compulsory Purchase of such Lands shall be extended for the Period of One Year from the passing of this Act, and after the Expiration of such Period the Powers by the Act of 1860 and by this Act granted for the compulsory Purchase of such Lands shall cease to be exercised.

Parties aggrieved by Extension of Time to have Compensation for additional Damage.

**6.** The Justices, Arbitrators, Umpire, or Juries respectively, as the Case may be, who under the Provisions of the Act of 1860 shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of such Lands authorized to be taken for the said Portion of Railway between the Town of *Letterkenny* and the Commencement of the Deviation or new Line of Railway by this Act authorized, and which may be taken and used for such Portion of Railway, or which may be injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to and make Compensation for the additional Damage, if any, sustained by such Owners, Occupiers, or other Person by reason of the Extension of Time hereby granted.

Extension of Time for completing Works.

**7.** The Time limited by the Act of 1860 for the Completion of the Portion of Railway authorized to be made by that Act between the Town of *Letterkenny* and the Commencement of the Deviation or new Line of Railway by this Act authorized shall be extended and enlarged for the Period of One Year, to be computed from the Expiration of the Time limited by the Act of 1860, but such Extension of Time shall not release the Company from the Provisions of the Fortieth Section of the Act of 1860, except as herein-after provided, with regard to the Deviation or new Line of Railway by this Act authorized.

Power to make Deviation or new Line of Railway.

**8.** It shall be lawful for the Company to make and maintain the Deviation or new Line of Railway herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Deviation or new Line of Railway commencing in the Townland of *Pluck* in the Parish of *Leck* in the County of *Donegal* by a Junction with the authorized Line of the *Letterkenny* Railway, and terminating in

in the Reclamation or Intaken called *Inch* Level, otherwise *Burt* Level, in or adjoining the Parish of *Burt* by a Junction with the authorized Line of the *Londonderry and Lough Swilly* Railway.

Deviation or new Line of Railway to be made according to deposited Plans.

**9.** And whereas Plans and Sections of the Deviation or new Line of Railway showing the Line and Levels thereof, and also a Book of Reference to such Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands which may be required to be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Donegal*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Railway shall be made in the Line or Course and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections, and, subject to the aforesaid Provisions, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for the Railway and the Works connected therewith.

Power to Board of Trade to require Company to maintain Access to the Shore under or across the Railway free of Toll.

Company not required to make Footways, &c. so as to obstruct working of Railway.

Proviso as to Expense of making certain Footways, &c.

**10.** 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 Board of Trade 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 Board of Trade: Provided always, that the Company shall not be required to make such 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 been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining any such Footways or Carriageways as may be required to be made after the Construction of the Line shall be defrayed by the Body or Person interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of any such level Crossing as may be required to be made after the Construction of the Line shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

**11.** Where

Provision for preventing Deviation of certain Works without Consent of Board of Trade.

**11.** Where the Line skirts the Seashore, the Railway and other Works shall not deviate Seawards from the continuous centre Line of the Railway marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board), or otherwise than in such Manner as may be mentioned in any such Consent; if any Deviation is made contrary to the Provisions of the present Section, the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition at the Expense of the Company, and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

As to Deposit of Plans with the Clerks of Unions.

**12.** 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, in all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, the Expression "Postmasters of the Post Towns in or nearest to such Parishes in *Ireland*," or the Word "Postmaster," shall be read and construed as if the Expression "Clerks of the Unions within which such Parishes are included in *Ireland*," or the Words "Clerk of the Union," as the Case may be, had been used and inserted in such Act in lieu of the Expression "Postmasters," as the Case may be.

Power for compulsory Purchases limited.

**13.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of the said Deviation or new Line of Railway shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

**14.** If the Deviation or new Line of Railway by this Act authorized shall not be completed and opened for public Traffic within Four Years from the passing of this Act, then and in such Case the Powers by this

Act granted to the Company for making the said Deviation or new Line of Railway by this Act authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed and open for public Traffic.

Power to Company to abandon authorized Line of Railway between Point of Deviation and Londonderry and Enniskillen Railway.

**15.** The Company shall abandon the making of so much of the Line of Railway by the Act of 1860 authorized as lies between the Commencement of the Deviation or new Line of Railway by this Act authorized, in the said Townland of *Pluck* and Parish of *Leck*, and the Termination of the Railway authorized by the Act of 1860, in the Townland of *Cuttymanhill* in the Parish of *Taughboyne*, by a Junction with the *Londonderry and Enniskillen* Railway.

Compensation to be made in respect of Line abandoned.

**16.** Where before the passing of this Act any Contract was entered into or Notice given by the Company for purchasing any Land which the Company were authorized to purchase for the Purpose of making any Part of the Line of Railway which they are by this Act required to abandon, the Company shall make to the Owners or Occupiers of or other Persons interested in those Lands full Compensation for all Damage or Injury sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," incorporated with the Act of 1860 and this Act respectively, provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Act not to prejudice Right of Owner of Lands to Compensation for Entry upon such Lands.

**17.** The Obligation of the Company under this Act to abandon Part of their authorized Line of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were by the Act of 1860 authorized to take to receive from them Compensation for any Damage or Injury occasioned by their entering on the Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," incorporated with the Act of 1860 and this Act respectively.

Provision for securing Completion of Railway.

**18.** The Provisions of Section Forty of the Act of 1860, with respect to the Deposit and Bond for securing the Completion of the Railway by that Act authorized, shall be read and have Effect as if the Line of Railway by this Act authorized had originally been Part of the Line of Railway by the Act of 1860 authorized, and as if the Line of Railway by this Act required to be abandoned had not originally been Part of the Line of Railway authorized by the Act of 1860.

**19.** The

New Line of Railway to be Part of the Company's Undertaking.

**19.** The Lands and Property from Time to Time acquired by the Company under this Act, and the Line of Railway and Works by this Act authorized, shall, for all Purposes of Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking, Railway, Works, and Property of the Company, as if the Company had by the Act of 1860 been authorized to acquire, make, and maintain the same.

Regulating Inclination of certain Roads.

**20.** The Company, with respect to the following Roads, may make the Rate of Inclination thereof, when altered, not steeper than as follows:

| No. on Plan. | Townland. | Parish. | Inclination. |
|---|---|---|---|
| 12 | Drumcarn - - | Raymoghy - - | 1 in 25. |
| 6 | Ballyboe - - - | Raymoghy - - | 1 in 11. |
| 17 | Tullybogley - - | Raymoghy - - | 1 in 13. |
| 19 | Gortree - - - | All Saints - - | 1 in 15. |
| 20 | Monfad - - - | All Saints - - | 1 in 12. |
| 10 | Carrowen - - | Burt - - - | 1 in 16. |

Junction with the Londonderry and Lough Swilly Railway.

**21.** The Communication between the Railway hereby authorized and the *Londonderry and Lough Swilly* Railway, and all such Openings in the Ledges or Flanges of that Railway as may be necessary or convenient for effecting such Communication, shall be made and maintained in a substantial and workmanlike Manner, by means of Connexion Rails and Points, at the sole Expense of the Company, and to the reasonable Satisfaction of the Engineer for the Time being of the *Londonderry and Lough Swilly* Railway Company, and in case of any Difference between that Engineer and the Engineer of the Company as to such Communication, the same shall be determined by a Referee to be appointed by the Board of Trade.

Provision for Watchmen, Signals, &c.

**22.** The *Londonderry and Lough Swilly* Railway Company shall from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Point of Junction between the Railway and the *Londonderry and Lough Swilly* Railway; and the working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *Londonderry and Lough Swilly* Railway Company; and all the proper Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the reasonable Wages of such Watchmen, Switchmen, and other Persons, shall, at the End of every Half Year, be repaid by the Company to the *Londonderry and Lough Swilly* Railway Company, and in default of such Repayment the Amount of such

such Costs, Expenses, and Wages may be recovered from the Company by the *Londonderry and Lough Swilly* Railway Company in any Court of competent Jurisdiction.

Interference with Works of Londonderry and Lough Swilly Railway Company.

**23.** Nothing in this Act or in the Acts incorporated therewith contained shall authorize or enable the Company to take or enter upon any of the Lands belonging to the *Londonderry and Lough Swilly* Railway Company, or to alter, vary, or interfere with the said *Londonderry and Lough Swilly* Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the *Londonderry and Lough Swilly* Railway and the Railway hereby authorized.

Certain Sections of 23 & 24 Vict. c. xcix. repealed.

**24.** The following Sections of the Act of 1860 are by this Act repealed; (that is to say,)

Section Thirty-seven, relating to Junction with the *Londonderry and Enniskillen* Railway:

Section Thirty-eight, relating to Provision for Watchmen, Signals, &c.:

Section Thirty-nine, relating to Interference with Works of *Londonderry and Enniskillen* Railway Company:

Sections Fifty-one to Fifty-seven, both inclusive, relating to Traffic Arrangements with the *Londonderry and Enniskillen* Railway Company.

Traffic Arrangements with Londonderry and Lough Swilly Railway Company.

**25.** The Company and the *Londonderry and Lough Swilly* Railway Company may from Time to Time enter into and carry into effect Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Use and working by the *Londonderry and Lough Swilly* Railway Company of all or any Part of the Railway of the Company, and the Works and Conveniences belonging thereto:

The Conveyance by the *Londonderry and Lough Swilly* Railway Company of the whole or any Part of the Traffic upon the Railway:

The Management and Maintenance of the proposed Railway:

The Collection, Delivery, and general Conduct of the Traffic thereon:

The Interchange and forwarding of Traffic passing to and from the Railway of the Company to or from the Railway of the *Londonderry and Lough Swilly* Railway Company:

The levying of Tolls, Rates, and Duties by the Company and the *Londonderry and Lough Swilly* Railway Company, or either of them, upon their respective Railways or any Portion or Portions thereof in respect of such Traffic:

The fixing, Collection, Division, and Apportionment between the said Companies of the Tolls and Profits arising from such Traffic, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them by virtue of any such Contract or Agreement.

**26.** Any

Duration of Contracts.

**26.** Any such Contract or Agreement shall not be for more than Ten Years, and shall not have any Operation until the same shall have been approved by the Board of Trade, and no such Contract or Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies for the Time being shall be respectively authorized and entitled to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be as fully entitled to the Use and Benefit of the Railways to which the same may relate, upon Terms and Conditions as favourable, and on Payment of Tolls, Rates, and Charges on as low a Scale, as if no such Contract or Agreement had been entered into: Provided always, that the said Board shall not approve any such Contract or Agreement without being satisfied that the same has been duly assented to by a Majority of not less than Three Fifths of the Votes of the Shareholders of the several Companies Parties thereto, present in person or by proxy, in Special Meeting convened for that Purpose.

To be approved by Board of Trade.

Not to affect third Parties.

Joint Committee for carrying Arrangements into effect.

**27.** The said Companies may, by any such Contract or Agreement as aforesaid, appoint a joint Committee, composed of such of the Directors of the said Companies as the said Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of the said Contract or Agreement; and every such joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in the same Manner as the same might have been had and exercised by the said Companies respectively or their respective Directors.

Arrangements may be renewed with Approval of the Board of Trade.

**28.** At the Expiration of any such Contract or Agreement the said Companies, subject to the Approval of the Board of Trade, may enter into a further Contract or Agreement for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention so to do by Advertisement, in a Form approved of by the Board of Trade, inserted once in each of Three successive Weeks in a Newspaper published in the County of the City of *Dublin*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreement between Companies

**29.** If at the Expiration of Ten Years from the making of any such Agreement for which the Approval of the Board of Trade is required by this

may be modified if required by the Board of Trade.

this Act, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly.

Arrangements not to take effect unless approved by Three Fifths of the Votes of the Shareholders.

**30.** No such Contract or Agreement, or further Contract or Agreement, shall have any Operation or Effect unless and until the same shall have been submitted to and approved of by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company Party thereto specially called for such Purpose.

Meetings how to be convened.

**31.** Each such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *Dublin*, and in some Newspaper of the County in which the principal Office for the Time being of the thereby convened Company shall be situate, and the last of each such Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the thereby convened Company, served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the thereby convened Company upon the Shareholders.

During Agreements, Line to be deemed for Purposes of Tolls continuous with Londonderry and Lough Swilly Railway.

**32.** Provided always, That when and so long as any such Contract or Agreement shall be in force the Railway hereby authorized and the Railways of the *Londonderry and Lough Swilly* Railway Company shall, for the Purpose of calculating the Tolls payable by any other Company or Person, be deemed One continuous Line of Railway; and in respect of Traffic carried for less than Four Miles, both on the Railway of the Company and the Railway of the *Londonderry and Lough Swilly* Railway Company, the Tolls and Charges shall be the Tolls and Charges for Four Miles only; and the Use of the Railway, and the Management, Regulation, and Transmission of the Traffic thereon, shall be subject to all the Regulations and Byelaws of the *Londonderry and Lough Swilly* Railway Company for the Time being in force: Provided that the Tolls, Rates, or Charges for Passengers, Animals, and Goods passing over the Railway or any Part of the Railway shall in no Case exceed the Tolls, Rates, and Charges by the Act of 1860 authorized.

Power to Londonderry and Lough Swilly Railway Company to subscribe and to apply their

**33.** It shall be lawful for the *Londonderry and Lough Swilly* Railway Company to subscribe towards and become Shareholders in the Undertaking to any Extent not exceeding Twenty-five thousand Pounds; and the *Londonderry and Lough Swilly* Railway Company may, with the Authority of Three Fifths of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, contribute

contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the *Londonderry and Lough Swilly* Railway Company shall, in respect of the Sum to be subscribed, and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges, except in regard to voting at General Meetings, which shall be regulated by the special Provisions herein-after contained, and be subject to all the Obligations and Liabilities of Proprietors of Shares in the Company: Provided always, that it shall not be lawful for the *Londonderry and Lough Swilly* Railway Company to sell any of the Shares in the Company taken by them.

Funds for that Purpose;

**34.** The *Londonderry and Lough Swilly* Railway Company may, by Writing under their Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and each such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the *Londonderry and Lough Swilly* Railway Company upon all Questions.

and to vote at General Meetings.

**35.** It shall be lawful for the *Londonderry and Lough Swilly* Railway Company, from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, personally or by proxy, at any General Meeting of that Company called for the Purpose, to raise, for the Purpose of the Contribution herein-before mentioned, any Sums of Money not exceeding in the whole the Sum of Twenty-five thousand Pounds, which Sum of Twenty-five thousand Pounds shall be raised by the Creation and Issue of new Shares in the Capital of the *Londonderry and Lough Swilly* Railway Company of such nominal Amount, to such Persons, on such Terms, and bearing (if such Company shall think fit) a preferential Dividend at such Rate not exceeding Five Pounds *per Centum per Annum* as the said Company may appoint; and such new Shares shall in other respects be subject to the same Provisions as and become Part of the general Capital of the *Londonderry and Lough Swilly* Railway Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the *Londonderry and Lough Swilly* Railway Company in pursuance of or which may have been granted or confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting: Provided also, that all new Shares created under the Powers of this Act by the *Londonderry and Lough Swilly* Railway Company shall be entitled to the preferential Dividend (if any) which may have been attached to them by that Company out of the Profits of that Company in each Year, in priority to the ordinary Shares of such Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the full Payment of the full Amount of such preferential Dividend

Power to contributing Company to raise Money by the Creation of Shares.

Profits applicable to preferential Dividend.

Dividend for that Year, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of such Company: Provided also, that the *Londonderry and Lough Swilly* Railway Company shall not attach any preferential Dividend under the Powers of this Act to any Shares created by them under the Powers of this Act until they shall have completed and opened for Traffic their original Line.

Terms and Conditions on which Preference Shares issued to be stated on Certificates.

**36.** The Terms and Conditions to which any Preference Shares created under this Act by the *Londonderry and Lough Swilly* Railway Company are subjected by the Provisions of this Act shall be stated on the Certificate of every such Preference Share.

Interest not to be paid on Calls paid up.

**37.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

**38.** It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be 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 construct any other Railway, or to execute any other Work or Undertaking.

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

**39.** Nothing herein contained shall be deemed or construed to exempt the Railway 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Act, or of the Rates for small Parcels.

Expenses of Act.

**40.** All the Costs, Charges, and Expenses of applying for and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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