ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. clxx.

An Act to facilitate Arrangements by the *Londonderry and Coleraine* Railway Company with their Creditors; and for other Purposes.

[17th *July* 1862.]

WHEREAS an Act was passed in the Session of Parliament held in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty (the Title whereof is "The *Londonderry and Coleraine* Railway Arrangements Act, 1859"), whereby the *Londonderry and Coleraine* Railway Company (herein-after called "the Company") were empowered to create Mortgages or Bonds of different Classes, and respectively designated as "A Debentures," "B Debentures," "BB Debentures," and "C Debentures," to limited Amounts respectively, to be respectively applied to the Purposes therein mentioned: And it was thereby, among other things, provided that none of the Powers given by that Act should be exercised at any Time after the Expiration of Twelve Calendar Months from the passing thereof, nor unless and until all the then existing Mortgage, Judgment, and other Creditors of the Company (except the Public Works Loan Commissioners and unpaid Landowners) should have consented in Writing to accept the several Mortgages or Bonds by that Act authorized to be created and issued, in lieu and satisfaction of and in exchange for the Securities and other Remedies then held or exercisable by them respectively: 22 & 23 Vict. c. cxxxi.

respectively: And whereas a large Number of those Creditors were willing and consented to accept the said Mortgages or Bonds respectively, but it was found impracticable within the Period of Twelve Calendar Months, so limited, to obtain the Consent of all of them, as required by that Act, and by reason thereof the Powers thereby given lapsed: And whereas the State and Condition of the Company and its Affairs remain substantially the same as set forth in the Preamble of that Act, and the Commissioners acting in the Execution of an Act passed in the Fifty-seventh Year of the Reign of His Majesty King *George* the Third, Chapter One hundred and thirty-four, and the several Acts since passed for amending, continuing, or extending the same, (who in the said recited Act and herein-after are called "The Public Works Loan Commissioners,") have continued to receive the Rent reserved by the Lease therein mentioned to *William McCormick*, and to apply the same in Payment of the accruing Interest upon the said Principal Money borrowed from them, and of the Arrears of Interest thereon, and in Reduction of the Principal Money, and none of the other Creditors of the Company have derived, or so long as any Part of the said Principal Money remains unpaid will derive, any Benefit from the said Rent: And whereas since the passing of the recited Act, by means of the Application aforesaid, the Interest and Arrears of Interest due to the Public Works Loan Commissioners have been satisfied, and the Principal Debt has been to some Extent reduced, but, in the meantime, the Interest due to the Mortgage and Judgment Creditors of the Company has increased: And whereas Holders of Debentures, and other Creditors of the Company whose Claims in the aggregate exceed Ninety-eight *per Centum* of the total Sum due and owing by the Company, except the Principal Debt owing to the Public Works Loan Commissioners as aforesaid, have recently agreed to accept Mortgages or Bonds similar to those authorized by the recited Act, and to be bound so to do by an Act of the present Session of Parliament, and the Names and Residences of such Debenture Holders and other Creditors are set forth in the First Schedule hereto: And whereas the Names and Residences of the Holder of a Debenture and other Creditors of the Company, whose Claims in the aggregate are less than Two *per Centum* of the total Sum due and owing by the Company (except as aforesaid), and who have not declared their Consent to accept Mortgages or Bonds as aforesaid, are set forth in the Second Schedule hereto: And whereas the said Schedules contain the Names and Residences of all the Debenture Holders, and other Creditors of the Company except the Public Works Loan Commissioners and unpaid Landowners: And whereas it is expedient that the Powers and Provisions of the recited Act should be re-enacted, with such Modifications and Amendments as are herein-after set forth; and also that Power should be given to sell or lease the Undertaking, and, in case of Sale, to provide for the Application of the Purchase Money, and for winding up the Affairs of and dissolving the Company; but the

several Objects aforesaid cannot be effected without the Aid of Parliament: Therefore may it 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:

Short Title.

1. This Act may be cited for all Purposes as "The *Londonderry and Coleraine* Railway Arrangements Act, 1862."

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

2. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company on Mortgage or Bond, shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. The several Expressions herein-after mentioned shall, unless otherwise expressed, or unless the Context otherwise require, have the following Meanings respectively: the Expression "Holders of Debentures" shall denote the Persons to whom the Company shall, at the Time of the passing of this Act be indebted on Mortgages or Bonds created and issued under the Authority of their Acts; the Word "Landowners" shall denote the Persons having Claims against the Company in respect of Lands purchased or taken by the Company, or injuriously affected by the Execution of their Works; the Word "Creditors" shall denote and include all other Persons to whom, at the Time of the passing of this Act, the Company shall be indebted in respect of their Undertaking.

Power to borrow for certain Purposes by issuing Debentures, to be classed as "A Debentures."

4. The Company may at any Time, and from Time to Time, raise, by borrowing on Mortgage or Bond upon the Security of their Undertaking, any Sum or Sums of Money for the Purposes first herein-after defined or indicated, and may thereupon create and issue Mortgages or Bonds accordingly; and all Mortgages or Bonds created for such Purposes shall be designated as "A Debentures," and shall *inter se* have equal Rank and Privileges: Provided that it shall not be lawful for the Company to raise by the Means and for the Purposes aforesaid any greater Sum of Money in the whole than shall be necessary for satisfying such Purposes, nor in any Case more than Sixty thousand Pounds; and that the Company shall apply the Monies so raised to the Purposes so defined or indicated, and to no other Purpose whatsoever.

Power to issue certain Debentures, to be classed as "B Debentures."

5. The Company may also at any Time, and from Time to Time, create and issue Mortgages or Bonds upon the Security of their Undertaking, for the Purposes secondly herein-after defined or indicated; and all Mortgages or Bonds so created shall be designated "B Debentures," and shall have *inter se* Equality of Rank and Privileges: Provided that it shall not be lawful for the Company to issue, for the Purposes last aforesaid, Debentures for any greater Sum than shall be required for satisfying

satisfying such Purposes, nor in any Case more than Ninety-five thousand seven hundred and sixty-three Pounds; and that the Company shall apply the Debentures so issued to the Purposes last aforesaid, and to no other Purpose, and so that by the Issue of each such Debenture an Amount of existing Debt, at least equal to the Sum secured thereby, shall be extinguished or satisfied.

Similar Power to issue certain Debentures to be classed as "C Debentures."

6. The Company may also at any Time, and from Time to Time, create and issue Mortgages or Bonds upon the Security of their Undertaking, for the Purposes thirdly herein-after defined or indicated, and all Mortgages or Bonds so created shall be designated as "C Debentures," and shall have *inter se* Equality of Rank and Privileges: Provided that it shall not be lawful for the Company to issue, for the Purposes last aforesaid, Debentures for any greater Sum than shall be required for satisfying such Purposes, nor in any Case more than Thirty-six thousand Pounds; and the Company shall apply the Debentures so issued to the Purposes last aforesaid, and to no other Purpose, and so that by the Issue of each such Debenture an Amount of existing Debt, at least equal to the Sum secured thereby, shall be extinguished or satisfied.

Similar Power to issue certain Debentures to be classed as "D Debentures."

7. The Company may also at any Time, and from Time to Time, create and issue Mortgages or Bonds upon the Security of their Undertaking, for the Purposes fourthly herein-after defined or indicated; and all Mortgages or Bonds so created shall be designated as "D Debentures," and shall have *inter se* Equality of Rank and Privileges: Provided that it shall not be lawful for the Company to issue, for the Purposes last aforesaid, Debentures for any greater Sum than shall be required for satisfying such Purposes, nor in any Case more than Seventy-one thousand Pounds; and the Company shall apply the Debentures so issued to the Purposes last aforesaid, and not to any other Purpose, and so that by the Issue of each such Debenture an Amount of existing Debt, at least equal to the Sum secured thereby, shall be extinguished or satisfied.

Powers not to be exercised after Two Years.

8. Provided always, That the Powers herein-before given shall not be exercised at any Time after the Expiration of Two Years from the passing of this Act.

Debentures to be for Seven Years and at limited Rates of Interest.

9. The Debentures so created and issued shall be made payable at the Expiration of Seven Years from the Tenth Day of *July* One thousand eight hundred and sixty-two, and the Interest thereon respectively shall not exceed the following Rates; (that is to say,)

On the A. Debentures, Five Pounds *per Centum per Annum:*

On the B. Debentures, Four Pounds *per Centum per Annum:*

On the C. Debentures, Two Pounds Ten Shillings *per Centum per Annum:*

On the D. Debentures, Three Pounds *per Centum per Annum.*

10. It

Company not to reborrow Monies which have been paid.

10. It shall not be lawful for the Company to reborrow, except under the Authority of this Act, and as hereby provided, any Monies which shall have been paid or satisfied in the Manner and by the Means herein mentioned.

Application of Monies raised by this Act.

11. The Purposes to which the Monies raised by the Issue of A Debentures hereby authorized shall be applied shall be as follows, and in the following Order:

To the paying or satisfying of the Debt, including Principal, Interest, and Costs, for the Time being remaining due from the Company to the said Public Works Loan Commissioners, and the Expenses of and incident to the Discharge or Release of such Debt, and of the re-taking Possession of the said Railway and Works:

To the Payment of the Expenses of and incident to the procuring of the recited Act and this Act, and of and incident to the carrying into effect or endeavouring to carry into effect those Acts respectively, and to the Payment of the Expenses of and incident to the Application to Parliament in the last Session for an Act to effect the Objects contemplated by this Act:

To the paying or satisfying of all Claims of Landowners, and of the Expenses incident thereto:

The Purposes to which the B Debentures, created and issued under the Authority of this Act, shall be applied, shall be the paying or satisfying the Claims of the Holders of existing Debentures for Principal Monies due thereon: The Purposes to which the C Debentures, created and issued under the Authority of this Act, shall be applied, shall be the paying or satisfying the Claims of the Holders of existing Debentures for Interest and Costs due in respect of the same: The Purposes to which the D Debentures, created and issued under the Authority of this Act, shall be applied, shall be the paying or satisfying of the Debts respectively due to other Creditors, and the Costs incident to such Payment and Satisfaction.

The Debentures to be Charges upon the Undertaking in a certain Order.

12. When and so soon as the Debt and Claims mentioned in the last preceding Section as payable out of the Monies raised by the Issue of A Debentures shall have been fully paid and satisfied in the Manner and by the Means aforesaid, the A Debentures shall become and be a First Charge on the Undertaking of the Company and the Revenues thereof, and in the meantime, and so long as any Part of the said Debt shall remain unsatisfied, so many of the said A Debentures as shall have been issued for and applied to the Payment of any Part of the said Debt, shall be a Charge upon the said Undertaking, next after the Part of the said Debt so remaining unsatisfied:

The B Debentures shall be a Charge upon the Undertaking of the Company, and the Revenues thereof, next after the said A Debentures:

The C Debentures shall be a Charge upon the Undertaking of the Company, and the Revenues thereof, next after the said B Debentures:

The D Debentures shall be a Charge upon the Undertaking of the Company, and the Revenues thereof, next after the said C Debentures, and the Income and Revenue of the Company from its Undertaking shall be applied to pay the Interest upon the said Debentures respectively, in the Order and Priority in which they are so respectively charged:

Deficiency to be carried over.

Provided that any Deficiency in any Half Year of the Amount required to pay the Interest on the A Debentures shall be made good out of future Income or Revenue, and all Arrears of any such Interest shall be satisfied before any Payment of Interest shall be made on the B Debentures, and in like Manner, any and all Arrears of Interest on the B Debentures shall be satisfied before any Payment shall be made of Interest upon the C and D Debentures.

Power to issue A Debentures to Creditors in Payment of Debts or Claims instead of raising Money by the Issue thereof for such Payment.

13. The Company may, instead of raising Money by the Issue of the A Debentures hereby authorized, issue all or any of such Debentures to any of the Persons for whose Behoof the same respectively shall have been created as herein-before provided, who shall be willing to accept the same in Payment, wholly or in part, or in satisfaction of the Debts or Claims which they respectively have against the Company; provided that the aggregate nominal Amount of any such Debentures to be issued to any such Person shall in no Case exceed the aggregate Amount of the Debt or Claim then outstanding and unsatisfied of such Person against the Company.

Power to raise Money by Issue of D Debentures for Satisfaction of Debts under 50*l.*

14. It shall be lawful for the Company to issue and dispose of for such Price or Prices as can reasonably be obtained so many D Debentures as will represent in aggregate nominal Amount the aggregate Amount of the Debts owing by the Company which are respectively under Fifty Pounds, and in respect of which the several Creditors shall have consented or may hereafter consent to accept the same, and desire to receive the Cash which the Company may obtain by the Sale of such Debentures instead of such Debentures; and Payment or Tender of such rateable Amount to those several Creditors who have so consented as aforesaid in respect of such Debts shall be deemed to be a Payment or Tender of the whole Amount due to such Creditors respectively.

Debenture Holders and other Creditors named in the First Schedule hereto to be bound by the Act

15. The Company shall, within Twenty-one Days after the passing of this Act, cause each Debenture Holder and other Creditor of the Company, whose Name and Residence are set forth in the Schedules hereto, to be served with a printed Copy of this Act, together with a Circular Letter, signed by the Secretary of the Company, notifying that they are respectively entitled to receive a Debenture or Debentures (specifying the

the Amount and Particulars thereof), of the Class applicable to their respective Claims; and unless the Debenture Holders and Creditors respectively, whose Names and Residences are set forth in the First Schedule hereto, shall, within Twenty-one Days after such Service, make and deliver to such Secretary statutory Declarations to the Effect that they have not consented in Writing so to do, or that their Signatures to any such Writing have been improperly obtained, they shall be bound to accept such Debentures in satisfaction of their respective Claims; and the Delivery or Tender of a Debenture or Debentures of the Class appliable to their Claims respectively to them, or to the Persons hereby made competent to accept the same, for the full Amount of their respective Debts, and the Interest (if any) due thereon, shall be deemed to be a Payment or Tender of the whole Amount due to such last-mentioned Debenture Holders and Creditors respectively; provided always that nothing in this Section contained shall apply to or affect the Public Works Loan Commissioners, or their Secretary for the Time being, as Creditors or a Creditor of the Company.

on Service of printed Copies thereof and Tender of Debentures applicable to their respective Cases.

16. Service of printed Copies of this Act and of the said Circulars may be effected by sending the same by Post in registered Letters to, or by leaving the same at the last known usual Places of Abode of the said several Debenture Holders and Creditors respectively, on whom the same are herein-before directed to be served, or by delivering the same personally to them.

Mode of Service.

17. Immediately after the Claims of the Judgment Creditors of the Company shall have been satisfied by the Issue to them of D Debentures, created under the Authority of this Act, the Rights, Remedies, Claims, and Demands of such Creditors shall become and be absolutely void and extinguished at Law and in Equity, to all Intents and Purposes whatsoever, and each of the said Creditors shall register Satisfaction of his or her Judgment in such Manner and in such Courts as may be necessary for absolutely relieving the Company and their Undertaking from the aforesaid Rights, Remedies, Claims, and Demands respectively.

Judgments against the Company to be extinguished on the Claims of Creditors being satisfied.

18. The Company shall keep an accurate Account of all Sums of Money which shall be paid out of any Monies raised under the Authority of this Act, and of all Debentures issued in lieu of Payment in Money, for or in respect of Interest on Loans or Debts, or in respect of Debts or Expenses properly chargeable against and which ought to be paid out of Revenue, and the Amount of the Monies so paid and of the Debentures, if any, so issued in lieu of Payment in Money, shall be deemed to be and shall be a Debt due from Revenue to Capital, and the Surplus, if any, of all Receipts and Earnings from the Undertaking of the Company, for each Half Year, shall be applied, after Payment of the Interest payable

Application of surplus Revenue after Payment of Interest on Debentures created under this Act.

payable under the Provisions of this Act on the Debentures created and issued under the Authority of this Act, in liquidation of such Debt to Capital, until the whole shall have been thereby satisfied and extinguished: Provided always, that such Surplus of Receipts and Earnings shall be so applied as aforesaid until the Monies raised under the Authority of this Act shall be reduced to the Sum of Two hundred and twenty thousand Pounds.

Saving Rights as to existing Preferences.

19. Except as herein provided, any Preference or Privileges attached to existing Shares in the Capital of the Company shall not be affected.

Provision for Acceptance of Debentures in satisfaction, in case of Persons under Disability and other Cases.

20. In the Cases (if any) in which the beneficial Interest in the Debt or Claim shall be vested in some Person under Disability, or shall by the Death, Marriage, Bankruptcy, or Insolvency of the Creditor have devolved on the personal Representatives, Husband, or Assignees of such Creditor, or shall have been made the Subject of Settlement by Deed or Will, the Trustee, Guardian, Curator, or Committee, as the Case may be, of the respective Persons so under Disability, and the personal Representatives, Husband, or Assignees in the Case of Death, Marriage, Bankruptcy, or Insolvency, and the Trustee or Trustees in the Case of any such Settlement, shall be competent to accept such Debentures for and for Behoof of the several Persons or Interests represented by them respectively, and such Acceptance by them respectively shall be valid, binding, and effectual, and the Persons respectively so accepting shall not for or by reason of such Acceptance be in any wise accountable to any Person whatever.

Powers for rising Capital by former Acts extinguished.

21. All the Powers granted by any former Act relating to the Company or their Undertaking, for raising Capital by Shares and by borrowing, shall be and the same are hereby extinguished.

Undertaking of Company to be sold if Creditors in Second Schedule refuse to accept Debentures.

22. If the Debenture Holder and Creditors whose Names and Residences are set forth in the Second Schedule hereto, and also such other Debenture Holders and Creditors as may have made and delivered Declarations, pursuant to the Provision herein-before contained, shall not, on the Expiration of Two Years after the passing of this Act, have consented to accept the Debentures by this Act authorized to be issued, which are applicable to their respective Claims, the Company shall forthwith, after the Expiration of the said Period of Two Years, sell the Railway and Works, and the Estate and Interest (if any) of the Company, in the Waste Lands, Mud Banks, and Slobs of *Lough Foyle*, and all other Property of the Company, to any other Company or to any Person competent to purchase the same, for such Price or Consideration in Money (not less than the Amount of the Debt which may then remain due from the Company to the Public Works Loan Commissioners, for

Principal,

Principal, Interest, and Costs, and such additional Sum as may be required to meet the Expenses of and incident to the Discharge or Release of such Debt) as can be obtained for the same.

Power to sell the Undertaking, and Obligation to do so on Requisition.

23. If the Debenture Holders and other Creditors mentioned in the last preceding Section shall, previously to the Expiration of the said Period of Two Years, consent to accept the Debentures by this Act authorized to be issued, which are applicable to their respective Claims, it shall be lawful for the Company at any Time thereafter, with the Consent and Approval signified in Writing of Three Fifths in Number and Value of the Holders of Debentures for the Time being, and also, if any Money shall be then due to the Public Works Loan Commissioners, with the Consent in Writing of the Secretary for the Time being of the said Commissioners, to sell or agree to sell the Railway and Works of the Company (subject to the subsisting Lease thereof, if any shall be then subsisting), and the Estate and Interest, if any, of the Company in the Waste Lands, Mud Banks, and Slobs of *Lough Foyle*, and all other the Property of the Company to any other Company, or to any Person competent to purchase the same, for such Price or Consideration, whether in gross or by annual Payment or by way of Rentcharge, and upon such Terms as may be agreed, and subject to such Consent as aforesaid being given by the Secretary for the Time being of the Public Works Loan Commissioners, it shall be obligatory upon the Company, on the Requisition in Writing of such Three Fifths in Number and Value of the Holders o Debentures for the Time being, to sell or agree to sell the Railway and Works of the Company to such other Company or Person for such Price or Consideration and on such Terms as shall be specified in such Requisition; provided always, that in case any Difference of Opinion shall arise between the Holders of Debentures and the Company as to the Price or Consideration and Terms specified in any such Requisition, the same shall be referred to the Board of Trade, whose Decision shall be final and conclusive.

The like Power and Obligation to sell the Railway without the Waste Lands and Slobs.

24. It shall also be lawful for the Company, with the like Consent and Approval of the Holders of Debentures, and with the like Consent of the aforesaid Secretary, to sell or agree to sell the said Railway and Works of the Company separately from and excluding the Estate and Interest (if any) of the Company in the said Waste Lands, Mud Banks, and Slobs to any other Company, or to any Person competent to purchase the same, for such Price or Consideration, in gross or otherwise, and on such Terms as may be agreed; and, subject to such Consent as aforesaid being given by the aforesaid Secretary, it shall be obligatory on the Company, on such Requisition as herein-before mentioned, to sell or agree to sell the same to such other Company or Person, subject to the like

Proviso as aforesaid, for such Price or Consideration as shall be specified in such Requisition.

The like Power to sell Waste Lands and Slobs.

25. It shall also be lawful for the Company, with the like Consent and Approval of the Holders of Debentures, to sell and convey separately to any other Company or Person the Estate and Interest, if any, of the Company in the said Waste Lands, Mud Banks, and Slobs separately and apart from the said Railway and Works for such Price or Consideration, and on such Terms as may be agreed.

The Sale to be by Conveyance duly stamped.

26. Any or every such Sale shall be carried into effect by a Conveyance, wherein the Price or Consideration shall be truly stated, and which shall be duly stamped accordingly.

Application of Proceeds of Sale.

27. Out of the Proceeds of any and every such Sale the Debt, including Principal, Interest, and Costs for the Time being remaining due from the Company to the Public Works Loan Commissioners, shall be in the first place discharged, and the Residue of the said Proceeds shall be applied in or towards Payment or Satisfaction, first, of the Expenses of and incident to any and every such Sale; secondly, of the reasonable Establishment Expenses of the Company; and thirdly, of the Debts and Expenses enumerated and set forth in the Eleventh Section of this Act, or of such and so many of them as shall be then subsisting, in the Order of Priority there indicated, or, if Debentures shall have been then created and issued under the Authority of this Act, for Payment and Satisfaction of such Debts respectively, or any of them, such Debentures respectively shall be taken as representing an equal nominal Amount of Debts of the Class to which they belong, and shall be redeemed and paid in the like Order of Priority, and the Surplus, if any, of such Proceeds shall be divided and distributed rateably among the then registered Shareholders of the Company, according to their respective Priorities, Rights, and Interests, and when the whole Undertaking and Property of the Company shall have been sold and the Proceeds of the Sale or Sales thereof shall have been applied and distributed as above directed the Company shall *ipso facto* be dissolved.

Power to lease.

28. When and so soon as all the Debenture Holders and Creditors of the Company shall have consented to accept the Debentures by this Act authorized to be issued, it shall be lawful for the Company, with the Consent and Approval of Three Fifths in Number and Value of the Holders of Debentures for the Time being, and also if any Money shall be then due to the Public Works Loan Commissioners, with the Consent, in Writing, of the Secretary for the Time being of the said Commissioners, either before or after the Determination of the subsisting Lease thereof, to lease or agree to lease the Railway and Works of the Company,

Company, subject to such subsisting Lease (but exclusive of the Estate and Interest, if any, of the Company in the said Waste Lands, Mud Banks, and Slobs), to any other Company competent to take a Lease of the same, for such Rent and on such Terms, and subject to such Conditions as shall be agreed between the Company and the intended Lessee.

Sale or Lease to confer Management, &c. of Premises.

29. In accordance with the Terms of any Agreement under this Act for the Sale or Lease of the Railway to any other Company, such other Company shall be entitled under the Agreement in that Behalf, and from the Time thereby appointed for the Sale or Lease to take effect, to the Management, Regulation, Maintenance, User, Working, and Enjoyment of the Premises agreed to be sold or leased, and the Traffic thereon and thereat, and to the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof.

Power of Company to be exercised by the Purchaser or Lessee of Premises.

30. All the Rights, Powers, Authorities, and Privileges of the Company, their Directors, Officers, and Servants respectively, which by virtue of any of the Acts relating to the Company, and from Time to Time in force, might be exercised and enjoyed by them respectively with respect to the Premises agreed to be sold or leased, and which, in accordance with the Terms and Conditions of the Agreement, or of this Act, are to be exercised or enjoyed by the Purchaser or Lessee of the Premises agreed to be sold or leased, may and shall be exercised and enjoyed accordingly, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities, according to those Acts respectively, as by the Company and their Directors, Officers, and Servants respectively.

Company's Acts to apply to Purchaser or Lessee.

31. In accordance with the Terms and Extent of any Sale or Lease of the Railway and Works under this Act, any Acts from Time to Time in force with respect to the Company shall, so far as the same respectively apply to the Premises agreed to be sold or leased, be read and have Effect as if the same had been passed with respect to the Purchaser or Lessee of the Premises instead of with respect to the Company.

Saving Rights of certain Parties.

32. Nothing in this Act contained shall prejudice or affect the Right claimed by *James McClelland*, of the City of *Glasgow*, a Trustee for the Creditors of the late *Archibald Bogle*, of *Gilmore Hill*, of Sir *Archibald Bogle*, of 3, *Park Crescent*, *Regent's Park*, Knight, Executor of the said *Archibald Bogle*, and of *Colin Dunlop Donald*, of the City of *Glasgow*, and others, Trustees of the late *George Bogle*, of *Rosemount*, as Owners of or interested in certain reclaimed Lands of *Lough Foyle*, formerly belonging to *John Robertson*, of No. 115, *Piccadilly*, *London*, or of any or either of the said Parties, to have a First Charge upon certain other at present unreclaimed Waste Lands, Mud Banks, or Slobs,

acquired

acquired by the Company from the said *John Robertson*, as and when the same shall be reclaimed, for securing a rateable Contribution towards a Moiety of the Rent, payable to the *Irish* Society of *London*, in respect of certain Waste Lands, Mud Banks, or Slobs at *Lough Foyle*, to the Extent and in the Manner provided by a Deed of Release and Covenant, made between the Company of the First Part, the said *James McClelland* of the Second Part, the said Sir *Archibald Bogle* of the Third Part, and the said *Colin Dunlop Donald* and others, the Trustees of the said *George Bogle*, of the Fourth Part.

Saving Rights of the Irish Society.

33. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away 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 or Charters heretofore granted to them by the Crown, or of any Statute or Statutes in any wise relating thereto, or under or by virtue of any Act or Acts relating to the Company or their Undertaking.

Saving Rights of the Public Works Loan Commissioners.

34. Nothing in this Act contained shall prejudice or affect the Rights, Privileges, or Powers of the Public Works Loan Commissioners, or their Secretary, for the Time being, under their Securities for the Debt, including Principal, Interest, and Costs, for the Time being remaining due to them from the Company, or under any Acts of Parliament in execution of which the said Commissioners, or their Secretary, may for the Time being be acting: Provided always, that when all Principal, Interest, and Costs for the Time being remaining due to the Commissioners under their said Securities shall have been discharged, the Consent in Writing of their Secretary for the Time being shall cease to be necessary to any Sale or Lease herein-before authorized or required to be made by the Company.

Saving Rights of the Cloth-workers Company.

35. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities claimed, vested in, or enjoyed by the Master, Wardens, and Commonalty of Freemen of the Art or Mystery of Clothworkers of the City of *London*, their Successors or Assigns, under or by virtue of any Charter or Charters, or under or by virtue of any Act or Acts of Parliament relating to the Company or their Undertaking.

Saving Rights of the Fish-mongers and Grocers Companies.

36. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Royalties, Privileges, Powers, or Authorities claimed by the Wardens and Commonalty of the Mystery of Fishmongers of the City of *London*, their Successors or Assigns, or by the Wardens and Commonalty of the Mystery of Grocers of the City of *London*,

London, their Successors or Assigns, in, to, upon, or over any of the Waste Lands, Mud Banks, or Slobs of *Lough Foyle*, in the County of *Londonderry* or any Part thereof, which are or were situate opposite to the Estate and Possessions of the said Wardens and Commonalties respectively, in or near to *Lough Foyle* aforesaid, or any other Rights, Royalties, Privileges, Powers, and Authorities, claimed by the said Wardens and Commonalties respectively.

Reclamation Powers not to be extended, or Reversion of Lands affected by this Act.

37. Nothing in this Act contained shall extend or in any way be construed or taken to extend the Period limited by the several Acts passed in the Reign of Her present Majesty for the draining and embanking certain Waste Lands, Mudbanks, or Slobs in *Lough Swilly* and *Lough Foyle*, in the Counties of *Donegal* and *Londonderry*, or to revive or continue any of the Powers therein granted for the Purposes of such Drainage, Reclamation, and Embankment, or to affect, alter, vary, or repeal any of the Provisions in the several Acts contained relating to the reverting of those Waste Lands, Mudbanks or Slobs, or any Part thereof which have not been drained, reclaimed, and embanked within the Period limited by the said Acts, or some of them, to the respective Owners thereof entitled to the same at the Time of the passing of the First of the said Acts relating to such Drainage and Embankment, passed in the First and Second Years of the Reign of Her present Majesty, or to the Representatives of such Owners.

Interest not to be paid on Calls paid up.

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 by Stock or Shares, or by the Exercise of any Powers of borrowing, to pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing in this Act 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.

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

39. It shall not be lawful for the Company, out of any Money by this Act or any other Acts, authorized to be raised for the Purposes of such Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or herein-after to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

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

40. Nothing herein contained shall be deemed or construed to exempt the said 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 the present 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, and of the Rates for small Parcels, authorized by any Act relating to the Company.

SCHE-

The SCHEDULES herein-before referred to,

Containing the Names and Residences of all the Debenture Holders and other Creditors of the Company, except the Public Works Loan Commissioners and unpaid Landowners.

THE FIRST SCHEDULE.

List of the Names and Residences of the Debenture Holders and other Creditors of the Company who have agreed to accept the Mortgages or Bonds by this Act authorized to be issued.

DEBENTURE HOLDERS.

Arthur, Rev. William	8, Notting Hill Terrace, London.
Adams, Charles	1, Haverstock Grove, Hampstead.
Baldey, Charles and Hannah	1A, Chichester Place, Brighton.
Crawford, Samuel Law, the Representatives of	Londonderry.
Cutbill, A. R.	Lothbury, London.
Cannon, William	Bolton.
Cannon, William, and Ferguson, Adam	Bolton.
Cross, H. H., and Cross, Edgar	Avenue Road, Regent's Park.
Durham, Robert	5, Albion Terrace, Stoke Newington.
Foster, Sampson	Norwich.
Forman, W. H.	28, Queen Street, Cheapside, London.
Ghrimes, William	36, Bedford Place, Bloomsbury Square.
Gorton, James	Bolton.
Gorton, George Edward	Bolton.
Gorton, James, junior	Bolton.
Houldsworth, William Muir, Matthew A., and Houldsworth, Henry, junior	Anderston Iron Foundry Company, Glasgow.
Hartridge, William	1, Highbury Park, South.
Holme, Samuel	Liverpool.
Holme, James	109, Mount Pleasant, Liverpool.
Holme, James, and Holme, Samuel	Liverpool.
Kitson, James	Little Woodham, Leeds.
Thompson, Isaac	Woodfield House, near Flint, North Wales.
Hewitson, W. W.	Headingley, near Leeds.

THE

THE FIRST SCHEDULE—*continued.*

DEBENTURE HOLDERS—*continued.*

Lawrie, Charles	3, Dean's Court, Doctors Commons.
Lawrie, Andrew J. C.	4, Portland Place, Brighton.
Lawrie, Andrew	Charles Street, St. James'.
McCormick, William, M.P.	41, Parliament Street, Westminster.
McCorkell, Mary	Glengallaugh, Londonderry.
McLellan, Peter and Walter	129, Trongate, Glasgow.
Morgan, George	Dane's Inn, Strand.
Thynne, Lord Edward, M.P.	Cromwell Place, South Kensington.
Eady, George James	New Boswell Court, W.C.
Northen, Abraham	Stock Exchange.
Preston, Emma	The Abbey, Shrewsbury.
Mansel, Robert S.	Lime Street Station, Liverpool.
Preston, Thomas Arthur	Marlborough College, Wilts.
Tyrrell, Timothy	Guildhall Yard, London.
Wagstaff, William	32, Great George Street, Westminster.
Waterston, C.	Caledonian Banking Company, Inverness.
Warren, Daniel	75, Old Broad Street, London.
Waddington, John	New Dock Iron Works, Leeds.

JUDGMENT CREDITORS.

Forman, W. H.	28, Queen Street, Cheapside, London.
Londonderry Sentinel, Proprietor of	Londonderry.
Londonderry Steam Boat Company	Londonderry.
McCormick, William, M.P.	41, Parliament Street, Westminster.
Richardson, Thomas R.	Somerset, Coleraine, Ireland.
Sharp, Stewart, and Co.	Atlas Works, Manchester.
Tyrrell, Timothy	Guildhall Yard, London.
Tyrrell, Timothy	Guildhall Yard, London.
Paine, Thomas	Gresham House, London.
Layton, Thomas Edward	Gresham House, London.
Crawford, Samuel Law, the Representatives of	Londonderry.

SIMPLE CONTRACT CREDITORS.

Allen, Robert	Londonderry.
Brown, A. and R.	35, Waterloo Road, Liverpool.
Charnock, Brothers	Belfast.
Clay, James	25, Montague Square.
Cook, James, and Company (Stevenson, James)	Strabane, Ireland.
Cook, J. and J.	Londonderry.
Cross, John, the Executors of	Avenue Road, Regent's Park.
Forde, Arthur William	Baroda, East Indies.
Foyle Rope Company (James McCorkell, Manager)	Londonderry.
Fuller, Hugh Pitter	32, Park Road, St. John's Wood.
Gordon, Stewart, the Executors of	Londonderry.

THE FIRST SCHEDULE—*continued.*

SIMPLE CONTRACT CREDITORS—*continued.*

Gilmour, Patrick, the Executors of	Londonderry.
Gould, Jane	168, Cleveland Street, Birkenhead.
Hanbury, Philip	60, Lombard Street.
Hughes, John	Londonderry.
Hamilton and Alexander	Londonderry.
Laver, Henry	Croydon.
Lindsay, Alexander	Londonderry.
Little, John	Londonderry.
Londonderry and Enniskillen Railway Company	4, Coleman Street Buildings, London.
"Londonderry Journal" (A. McCorkell), Proprietor of	Londonderry.
"Londonderry Standard," Proprietor of	Londonderry.
Londonderry Gas Company (Henry Ridley, Manager)	Londonderry.
McArthur, William, and Company	Londonderry.
McArthur, William	46, Moorgate Street, London.
McCormick, William, M.P.	41, Parliament Street, Westminster.
McCool, Charles	Waterloo Place, Londonderry.
Mullan, William	Donegal Place, Belfast.
Middleton and Flory (J. E. Middleton)	Care of Messrs. Burgin and Wells, Sheffield.
McLellan, P. and W.	Glasgow.
Oakley, John	10, Waterloo Place, Pall Mall.
Patent Rivet Company (Messrs. Wood and Allcock)	Smethwick, Birmingham.
Permanent Way Company (R. Richardson, Manager)	26, Great George Street, Westminster.
"Railway Record" (Charles Davies), Proprietor of	38A, New Bridge Street, Blackfriars.
Rowley and Dick	41, Mitchell Street, Glasgow.
Richardson, George, and Company	1, New Broad Street, London.
Swingler, Thomas	Victoria Foundry, Derby.
Thomas, William Henri, the Executrix of	Hanover Park, Peckham.
Tyrrell, George	Fordhook, Ealing, Middlesex.
Tyrrell, Timothy	Guildhall Yard, London.
Paine, Thomas	Gresham House, London.
Layton, Thomas Edward	Gresham House, London.
Crawford, Samuel Law, the Repretatives of	Londonderry.
Waterlow and Sons	Birchin Lane, London.
Ward, Marcus, and Company	13, Donegal Place, Belfast.
Woods, Edward	8, New Palace Yard.
Warren, Daniel	75, Old Broad Street.
Whetham, Charles	52, Gordon Square.

THE SECOND SCHEDULE.

LIST of the Names and Residences of a Debenture Holder and other Creditors of the Company, who have not declared their Consent to accept the Mortgages or Bonds by this Act authorized to be issued.

DEBENTURE HOLDER.

Walker, Thomas	Wednesbury, Staffordshire.

JUDGMENT CREDITORS.

Dawson, John Joseph, and Emmerson	Usher Street, Dublin.
English and Irish Magnetic Telegraph Company	23, College Green, Dublin.
Hanbury, Sampson, and Selby, George Thomas (Birmingham Patent Iron and Brass Tube Company)	Smethwick, near Birmingham.
Muntz's Patent Metal Company	Birmingham.

SIMPLE CONTRACT CREDITORS.

Ashbury, John	Openshaw, near Manchester.
Brown, Marshall, and Company	Britannia Works, Birmingham.
Cammill, Charles	Sheffield.
Edgington, Benjamin	2, Duke Street, Southwark.
Hendry, Brothers	Glasgow.
Mackay, H. B., Proprietor of "Coleraine Chronicle"	Coleraine, Ireland.
Paisley, Andrew	Not known.
Rendel, J. M., Executors of	8, Great George Street, Westminster.
Roe, Peter	27, Little Denmark Street, Henry Street, Dublin.

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