ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. ccxxix.

An Act to authorize the Construction of a Railway from *Newry* to *Carlingford Lough*, and of a Pier and other Works in connexion therewith.

[28th *July* 1863.]

WHEREAS the making of a Railway from the *Newry and Armagh* Railway in the Town of *Newry* to *Carlingford Lough*, and the Construction of a Pier and other Works on the Shores of *Carlingford Lough* at and near the Termination of the proposed Railway, would be attended with great local and public Advantage: And whereas the estimated Expense of the proposed Works is One hundred and two thousand Pounds, and the Persons herein-after named, with others, are willing, at their own Expense, to construct the Works: And whereas Plans and Sections of the Works showing the Lines and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands in or through which the said Works will be made or pass, have been deposited with the respective Clerks of the Peace for the Counties of *Armagh* and *Louth*: And whereas there is now pending in Parliament a Bill for incorporating a Company under the Name of the *Dundalk and Greenore* Railway Company, and for enabling them to make Railways from the

Irish North-western Railway at *Dundalk* to *Greenore*; and inasmuch as the Construction of Wharves and Landing Places at or near *Greenore Point* is One of the Objects of the said Bill, it hath been agreed between the Promoters thereof and the *Newry and Greenore* Company and it is expedient that the Works at and near *Greenore Point*, and the Access thereto, shall be constructed and used in common by both Companies, and shall, subject to the Provisions herein-after contained for the Admission of other Companies, be to all Intents and Purposes their joint Property, and be managed by them in common, and that the first-named Company (which is herein-after called the *Dundalk* Company) should relinquish the Construction of so much of their proposed Undertaking as is rendered needless by their Use of the Railway and Works hereby authorized, and that the *Newry and Greenore* Company should afford the necessary Facilities for effecting a Junction between the Undertaking of the *Dundalk* Company and the *Newry and Greenore* Railway: And whereas it is expedient that the *Newry and Armagh* Railway Company should be authorized to enter into the Arrangements herein-after contained; but the Purposes aforesaid cannot be accomplished 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:

8 & 9 Vict. cc. 16. 18. & 20., 10 & 11 Vict. c. 27., 14 & 15 Vict. c. 70., 23 & 24 Vict. cc. 97. and 106. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," "The Railways Act (*Ireland*), 1851," "The Railways Act (*Ireland*), 1860," "The Lands Clauses Consolidation Act, 1845," so far as it is consistent with "The Railways Act (*Ireland*), 1851," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," except as herein-after provided, shall be incorporated with and form Part of this Act: Provided, nevertheless, that the Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," "with respect to Life Boats," and "with respect to keeping a Tide and Weather Gauge," shall not be in force for the Purposes of this Act, except so far as from Time to Time the same may be required by the Board of Trade.

Interpretation of Terms.

2. The following Words and Expressions shall in this Act have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company," or "the *Newry and Greenore* Company," shall mean the Company incorporated by this Act:

The Expression "the Railways" shall mean the Railways and the Works connected therewith by this Act authorized to be constructed:

The

The Expression "the Pier" shall mean the Pier and the Works connected therewith by this Act authorized to be constructed:

The Expression "the Undertakings" shall mean the Railways, Pier, and Works connected therewith respectively by this Act authorized:

The Expression "the Board of Trade" shall mean the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations.

Subscribers incorporated.

3. *John Obins Woodhouse*, *Hugh Campbell*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertakings, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertakings, and such Company shall be incorporated by the Name of "The *Newry and Greenore* Railway Company," and by that Name shall be a Body Corporate with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertakings, within the Restrictions herein and in the said Acts contained.

Capital.

4. The Capital of the Company shall be One hundred and two thousand Pounds, and shall be divided into Ten thousand two hundred Shares of Ten Pounds each.

Calls.

5. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

Power to borrow on Mortgage.

6. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Thirty-four thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and two thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Sums raised under this Act.

7. All and every Part of the Monies which the Company are by this Act authorized to raise by Shares or Mortgage shall be applied only to the Purposes by this Act authorized: Provided always, that of the Capital hereby authorized the Sum of Twenty thousand Pounds shall be assigned to the Construction of the joint Works herein-after specified.

8. The

First and other Meetings.

8. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held alternately in *Newry* and in *London* in the Months of *February* or *March* and *August* or *September* in every Year.

Number and Qualification of Directors.

9. The Number of Directors shall be Ten, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to reduce the Number of Directors.

10. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that their Number when reduced be not less than Seven.

First Directors.

11. *John Obins Woodhouse*, *Hugh Campbell*, *James Lewis Carvill*, *Alexander Frederick Croom*, *Edward Parker*, *John Overend*, *William Henry*, *Samuel Gardner*, *Matthew D'Arcy*, and *Archibald Mateer* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Such Directors to continue in Office until First Meeting after passing of Act.

Quorum.

12. The Quorum of a Meeting of Directors shall be Five.

Power to make Works according to deposited Plans.

13. It shall be lawful for the Company, and with respect to the joint Works herein-after mentioned it shall be lawful for the Committee herein-after mentioned, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Works herein-after described in the Lines and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and according to the Levels described on the said Sections, and the Company or Committee may enter upon, take, and use such of the said Lands as shall be necessary for all or any of such Purposes.

14. Whereas

As to Deposit of Plan with Clerks of Unions.

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

Describing Works.

15. The Works hereby authorized are the following:

1. A Railway (No. 1.), with all necessary Stations, Approaches, Conveniences, and Works connected therewith, to commence by a Junction with the *Newry and Armagh* Railway in the Town of *Newry*, and terminating on the Shores of *Carlingford Lough* near to *Greenore Point*:
2. A Railway (No. 2.), with all necessary Approaches, Works, and Conveniences, to commence by a Junction with the said Railway No. 1., to pass along and terminate upon the Shores of *Carlingford Lough*:
3. A Pier, to be situate at *Greenore Point*, with all necessary Works and Conveniences in connexion with the said Pier.

Company may deviate to Extent marked on Plans.

16. Subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," and "The Harbours, Docks, and Piers Clauses Act, 1847," and of this Act, the Company and the Committee respectively may, in constructing the Works by this Act authorized, deviate to the Extent of the Limits of Deviation respectively marked on the said Plans.

Between certain Points Company not to deviate from the centre Line

17. In constructing the Works by this Act authorized between the Roads numbered on the Plans deposited as aforesaid 88 and 121 respectively, in the Liberties of *Carlingford*, the Company shall not deviate from the centre Line marked on the said Plans, nor from the Levels of the

or Levels without the Consent of Lord Clermont.

the Railway as referred to the common Datum Line described in and as marked on the Sections deposited as aforesaid, without the Consent in Writing of *Thomas* Baron *Clermont*, his Heirs, Executors, Administrators, or Assigns, as the Case may be.

Lands of Lord Clermont not required for the Construction of the Works not to be taken without his Consent.

18. The Company shall not purchase, acquire, enter upon, or use, either permanently or temporarily, any of the Lands of the said *Thomas* Baron *Clermont*, his Heirs, Executors, Administrators, or Assigns, except such as shall be actually required for the Construction of the Works by this Act authorized, or for obtaining Materials for the same, without his or their Consent in Writing.

Accommodation Works to be determined by Referees.

19. Before the Company proceed with the Execution of any of the Works by this Act authorized within the Liberties of *Carlingford*, the several Matters herein-after mentioned shall be determined by Two Engineers, One to be appointed by the Company, and the other by the said *Thomas* Baron *Clermont* or his Heirs, or, in case of Difference between such Engineers, by an Engineer to be appointed by the Board of Trade; (that is to say,) the Nature, Extent, Number, and Position of the Works to be made and maintained by the Company, for the Accommodation of the Lands of the said *Thomas* Baron *Clermont*, his Heirs, Executors, Administrators, or Assigns, or his or their Lessees or Tenants, adjoining the Railway by this Act authorized to be constructed, for providing an Outlet under the Railway for the Drainage and Sewage of the Town of *Carlingford*, so far as the same will be interfered with by the Works of the Company, and for giving Access from the Town of *Carlingford* to the *Lough* (including a level Crossing over the Railway at the Road numbered 121 on the said Plans).

Referees to have the Powers of an Arbitrator, under the Railways Act (Ireland), 1851.

20. The said Engineers or Engineer (as the Case may be) shall, in reference to any of the Matters to be determined by them or him as aforesaid, have all the Powers, Rights, and Authority, Duties and Obligations, of an Arbitrator appointed under the Fifth Section of "The Railways Act (*Ireland*) 1851;" and in reference to any of such Matters it shall not be lawful for the Company to apply for the Appointment of an Arbitrator under that Section.

Such Works to be executed and maintained by the Company.

21. All Works which shall be directed by the said Engineers or Engineer (as the Case may be) to be executed shall be accordingly executed by the Company, and shall be completed by them before any Part of the Railway by this Act authorized shall be opened for public Traffic, and all such Works shall for ever thereafter be maintained and kept in repair by the Company.

Saving Rights of Lord Clermont.

22. Except as by this Act and the Acts incorporated therewith expressly provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any Rights, Privileges, or Authorities now vested in or belonging to *Thomas* Baron *Clermont*; but, except as

as aforesaid, all such Rights, Privileges, and Authorities are hereby expressly saved and reserved, and may, after the passing of this Act, be exercised and enjoyed by the said *Thomas* Baron *Clermont* and his Heirs and Successors in as full and ample a Manner as if this Act had not been passed.

For Protection of the Newry Navigation.

23. Whereas the Railway No. 1. will be constructed in great Part near and parallel to the *Newry* Navigation, and it is expedient that the said Navigation, and the Towing-path and Works connected therewith, should be preserved: Be it enacted as follows: Between the Distances of One Mile and Two Miles Fourteen Chains from the Commencement of the said Railway No. 1. as shown on the said deposited Plans, and between the Distances of Two Miles Twenty-four Chains and Three Miles Sixty Chains from the same Commencement, the said Railway and Works shall not be constructed either wholly or in part, nor shall the Company acquire, use, or occupy any Lands at a less Distance than Twenty-six Feet from the Eastern Edge of the said Towing-path as now existing, without in each Case the previous Consent in Writing of the *Newry* Navigation Company under the Hand of their Secretary or Engineer.

Road from Newry to Carlingford not to be interfered with between certain Points.

24. Between the Distances of Two Miles Fourteen Chains and Two Miles Twenty-four Chains from the said Commencement the Company shall not divert, alter, or in any way interfere with the public Road between *Newry* and *Carlingford* numbered 2, in the Townland of *Fathom Lower*, on the said deposited Plans.

Centre Line not to be deviated at certain Points.

25. Between the Distances of Three Miles Sixty Chains and Three Miles Seventy-five Chains, and between the Distances of Four Miles Thirty-five Chains and Four Miles Fifty-five Chains from the said Commencement, the Company shall not deviate towards the River *Newry* from the centre Line of Railway shown upon the said deposited Plans.

Navigation, &c. not to be interfered with.

26. The Company shall not, without in each Instance the previous Consent for the Purpose of the *Newry* Navigation Company under their Common Seal, take, use, alter, or interfere with their Canal or Navigation, or any of the Works thereof, or any Towing-path alongside of the same, or any Ballast Bank or Pit deposited or worked by them, between the Fifth and Sixth Mile as marked on the deposited Plans.

Works for the Protection and Accommodation of the Newry Navigation.

27. The Company shall at their own Expense from Time to Time construct, execute, repair, and maintain all such Works as shall be necessary for the Protection of the Works and Towing-paths of the *Newry* Navigation Company from Injury by reason of the Construction or Use of any of the Railways or Works by this Act authorized; and the Company shall provide such Access for the *Newry* Navigation Company

pany over, under, or across the Railway to Lands belonging to, or occupied or agreed for by the Navigation Company, for the Purpose of obtaining Ballast or other Materials, in such Manner and at such Point or Points, and shall make and maintain all such other Accommodation Works for the Use or Benefit of the *Newry* Navigation Company, as shall be agreed upon between the Engineers appointed for the Purpose by the Two Companies, and in the event of Difference between them as to any of the Matters aforesaid such Difference shall be referred to the Determination of some Civil Engineer to be mutually agreed upon, or (failing Agreement) to be appointed by the Board of Trade upon the Application of either Company.

Company to be responsible for Damage.

28. Notwithstanding anything in this Act contained, the Company shall be responsible for, and make good to the *Newry* Navigation Company, and all Persons using their Canal and Navigation, all Losses, Damages, Costs, and Expenses which may be occasioned to the said Canal or Navigation, or to any other Works or Property of the *Newry* Navigation Company, or to any Persons using the same by reason of the Execution or Failure of any of the Works of the Company, or by reason of any Act or Omission of the Company, or of any Persons in their Employ, or of any of their Contractors or Agents, and the Company shall effectually indemnify and save harmless the *Newry* Navigation Company from all Claims or Demands upon or against them resulting from such Execution or Failure, Act or Omission.

Protecting Mr. Hall's Property.

29. The Company shall not stop up or divert, otherwise than temporarily, during the Construction of the Railway, the public Road leading from the *Newry and Carlingford Road* to *Narrow Water Ferry*, and numbered on the said deposited Plans 25, in the Townland of *Cornamucklagh*; and the Accommodation Works to be provided for *Roger Hall* Esquire in the said Townland shall be such as may be agreed on between the Engineer to the Company and an Engineer to be appointed by the said *Roger Hall*, or, in case of Difference between the said Engineers, by an Engineer to be appointed by the Board of Trade.

Level Crossings.

30. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railways to carry the same across and upon the Level of the public Roads numbered on the said deposited Plans as follows; (that is to say,)

No.	Townland and Parish.	Description.
88	Carlingford - - - -	Public Road.
18	Townland of Knocknagoran, Parish of Carlingford.	Public Road.

but

but no more than a single Line of Railway shall be laid down on any such level Crossing so long as the Railway consists of a single Line of Railway, and in no Case shall more than a double Line of Railway be laid down on any such level Crossing.

As to shunting of Trains.

31. It shall not be lawful for the Company in shunting Trains to pass any Trains over any such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect Lodge where Roads cross on the Level.

32. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the before-mentioned Roads shall be crossed on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain any such Lodge, or to appoint a proper Person to watch or superintend the crossing at any such Point, or to abide by any such Rule or Regulation as aforesaid, 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 such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

33. The Board of Trade (if it shall appear to them necessary for the public Safety or Convenience at any Time either before or after the Railways shall have been completed and open for public Traffic) may require the Company within such Time as the Board shall direct, and at the Expense of the Company, to carry any of the said Roads either under or over the Railways by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclinations of certain Roads.

34. It shall be lawful for the Company to construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plans over or under the Railways with such Inclinations as they think fit, not steeper than the following; (that is to say,)

No. on Plans.	Townland.	Parish.	Rate of Inclination.
35	Fathom Lower -	Newry - -	1 in 6
68	Drummullagh -	Carlingford -	1 in 14

And Width of certain Bridges, and Height of certain Arches.

35. It shall be lawful for the Company in carrying any public Carriage Road either over or under or across the Railways on the Level to construct the Bridges, Arches, Approaches, and Alterations of the Road of such Width as they may think fit, not being less than Twenty Feet, except in the Case of the Roads numbered as after mentioned on the said deposited Plans, where it shall be lawful for the Company to construct the Bridges or Arches for carrying the Railways over the Roads of such Dimensions as they may think fit, not being less than the following; (that is to say,)

No. on Plans.	Townland.	Parish.	Span of Arch.	Height of Arch.
46	Drummullagh	Carlingford -	15 Feet -	10 Feet.
68	Drummullagh	Carlingford -	15 Feet -	10 Feet.

Communication with Newry and Armagh Railway to be made under the Direction of the Engineer of that Railway.

36. The Communication between the Railway hereby authorized and the *Newry and Armagh* Railway, and all such Interferences with the Works of that Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Newry and Armagh* Railway, and in case of any Difference arising as to the Mode of effecting the Communication the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take Lands or interfere with Works of other Company without Consent.

37. Except as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Newry and Armagh* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between their said Railway and the Railway hereby authorized, without the Consent in Writing of such Company in every Instance for that Purpose first had and obtained.

As to Expense of Signals, Watchmen, &c.

38. The *Newry and Armagh* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the Company or on Land of the *Newry and Armagh* Railway Company, shall be under the exclusive Management and Regulation of the latter Company;

Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Lands for extraordinary Purposes.

39. The Quantity of Land to be taken by the Company adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

As to Junction of Dundalk Railway.

40. The Company shall so construct their Railway in the Townlands of *Mullatee* and *Greenore* and in *Carlingford Lough* as to enable the *Dundalk* Railway Company and they shall permit the *Dundalk* Railway Company to make a good and efficient Junction between their Railway and the Railway hereby authorized, in such Manner upon the Lands which the Company and the *Dundalk* Railway Company, or either of them, are authorized to acquire, as shall be agreed upon between the respective Engineers of the Two Companies, or, failing Agreement, by an Engineer to be appointed by the Board of Trade on the Application of either Company; and all the Railways, Pier, and Works hereby authorized to be constructed Eastward and Southward of the said Junction, inclusive of the said Junction, and herein referred to as the joint Works, shall be executed by a Committee formed of Three of the Directors of each Company.

Provision for joint Committee.

41. Within One Month after the passing of this Act the Directors of the *Newry and Greenore* Company shall nominate and appoint in Writing under the Hand of their Chairman or Secretary Three Persons, and the Directors of the *Dundalk* Railway Company shall, within the same Period, in like Manner nominate and appoint Three Persons, and such Six Persons shall form a Committee, to be called "the *Greenore* Works Committee," and the said Members shall remain in Office One Year, and their Places shall be filled or they may be re-appointed by the same Means by which the original Appointments were made, and all the Powers vested in them by this Act may be exercised by them in the Name of the Committee, and the Expression "the Promoters of the Undertaking" in "The Lands Clauses Consolidation Act, 1845," and the Expression "the Company" in "The Railways Clauses Consolidation Act, 1845," shall mean and apply to the Committee.

As to Vacancies in Committee.

42. The said Companies may from Time to Time in like Manner at their Pleasure remove the Members of the Committee so nominated by them respectively, and may in like Manner respectively fill up the Vacancies

Vacancies occurring among such Members by Removal, Death, or Resignation, and no Act done by the Committee shall be invalidated because of any alleged or real Want of Authority on the Part of the said Chairman or Secretary to sign such Appointment.

Meetings of Committee.

43. The Committee shall hold its Meetings at such Place as it may from Time to Time determine upon, but if no Place be determined upon, then alternately at the Station of each Company at *Newry* and at *Dundalk*, and Four shall be a Quorum thereof, and the Chairman of each Meeting shall be elected alternately from the Members representing each of the said Companies if any such Member be present at the Commencement of such Meeting, and, unless otherwise unanimously agreed on at any such Meeting, (and subject to the next following Enactment,) the Proceedings of the Committee shall be determined by a Majority of the Persons present, the Chairman having only his original Vote and not a Casting Vote.

As to Settlement of Disputes.

44. The Committee shall at their First Meeting in every Year appoint some Person as Arbitrator for the ensuing Year, and if any Difference shall at any Time arise in the Committee between the Members thereof representing the Companies respectively, such Differences shall be from Time to Time referred to the said Arbitrator, or in default of the Appointment of such Arbitrator by the Committee, then to an Arbitrator to be nominated by the Board of Trade on the Application of either of the Companies; and the Arbitrator may, on Application made to him by either of the said Companies, attend any Meeting of the Committee, and summarily decide any such Matter of Difference, and every Award or Decision of such Arbitrator shall be final with respect to the Matters submitted to him, and the said Committee or the Board of Trade, as the Case may be, may fix the Remuneration to be paid to such Arbitrator: Provided always, that if any Matter which may have been referred to the Arbitrator shall be left undecided by him at the Expiration of his Year of Office, the same Matter shall be decided by the said Arbitrator, and his Decision shall be binding, although he may no longer fill the said Office.

Power to make joint Works according to deposited Plans.

45. It shall be lawful for the Committee, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the joint Works, and for that Purpose to enter upon, take, and use any of the Lands which the Two Companies, or either of them, have Power to acquire: Provided always, that all Lands purchased for the Purposes of such joint Works shall be so purchased in the Name of the Two Companies jointly, and shall together with the joint Works, when constructed, vest in the Two Companies in equal undivided Moieties.

46. The

Functions of Committee.

46. The Committee shall have the Direction of the joint Works, and the Control thereof after their Construction, and they may appoint, remunerate, and at their Pleasure remove such Officers, Clerks, and Servants as they may deem needful for the Purposes thereof, and they shall cause proper Books of Account to be kept containing accurate Statements of the Receipts and Expenditure touching the said joint Works, and connected with the Traffic thereon, as well as Books in which shall be entered the Minutes of all Proceedings at every Meeting of the Committee.

As to Disposal of Revenue.

47. The Committee shall receive all the Tolls, Rates, and Charges, and all other the Revenue, arising out of the joint Works or connected therewith, and shall devote the same in the first instance to paying the Salaries, Charges, and Expenses incident to the Working, Control, Management, Maintenance, and Repair thereof; and the Balance of net Revenue remaining in the Hands of the Committee at the End of every Half Year, after making such Payments as aforesaid, shall be handed by them to the said Two Companies in equal Proportions; provided that such Committee may account to the said Companies either monthly or quarterly for all Balances of net Profits; and provided also, that for the Purposes of such Account and Division the Proportion of all Through Traffic Receipts shall be calculated upon the maximum Charges allowed to be taken by this Act, or such other Sum as both Companies agree upon.

As to Expense of managing joint Works.

48. If the Revenue so coming to the Hands of the Committee and so calculated shall be insufficient for the Purpose of defraying the Expenses attending the general Management, Regulation, and Control of the joint Works, each of the said Two Companies shall from Time to Time, upon Demand thereof by the Committee, pay to the Committee the Amount declared by them due from the same Company, whether in anticipation of future Payments or in liquidation of Payments already made; and the Proportion so due may be recovered from either of the said Companies, if unpaid for Fourteen Days after Demand thereof in Writing, either by Action of Debt or by Distress of any Chattels on the said Railway belonging to such Company; and for the Purpose of recovering any such Sum the Secretary for the Time being of the Committee may sue in his own Name on behalf of the Committee, and it shall be sufficient to aver that the Sum claimed has been declared by the Committee or the Arbitrator to be due from the Company sued, and the Production of the Minute Books of the Committee containing such Declaration shall be sufficient Evidence of the Averment.

As to Funds for Construction, &c.

49. And in order to provide Funds for carrying on the Business of the Committee until adequate Revenue shall be derived from the Undertaking hereby authorized, and also Funds for the Purchase of

Lands and for the Construction of the joint Works, be it enacted, as follows:

(1.) The Committee shall from Time to Time in a Minute of the Committee estimate the Amount of Monies required by them for the above Purposes, and shall fix the Times at which such Monies are to be paid to their Bankers or Treasurer, and Copies of every such Minute signed by the Chairman of the Meeting at which such Minute was made and by the Clerk of the Committee, or by the Arbitrator and Clerk, shall be sent with all convenient Despatch to the Secretaries of the *Newry and Greenore* Company and of the *Dundalk* Company, addressed to the principal Offices of the same Company:

(2.) The said Companies shall at the Time so fixed in the Minute pay in equal Moieties to the Bankers or Treasurer of the Committee the Amount specified in the Minute, and such Moieties shall be deemed Debts due from the Companies respectively to the Committee from the Day fixed for the Payment thereof until the same shall be discharged:

(3.) If either of the Companies shall make default in such Payment the same Company shall be charged by the Committee and shall pay to the Committee Interest at the Rate of Five *per Centum per Annum* upon the Amount due from the same Company, to be calculated from the Day fixed for the Payment until the Day when the same is paid:

(4.) The Committee may recover from the Company in default the Monies so due by Action of Debt in any Court competent to take cognizance of Simple Contract Debts of the Amount due; and it shall be sufficient in any such Action for the Committee to produce its Minute Book containing the Estimate on which the Claim was founded, and to prove that a Copy of the said Minute was sent to the Secretary, addressed at the principal Office of the Company in default, and that the Sum mentioned in the said Minute has not been paid:

(5.) If Default of Payment shall continue for Three Months after Demand by the Committee, the Company making default shall cease to be represented upon the Committee until all Sums due from them, with the Interest which may have accrued due thereon at the Rate aforesaid, shall have been paid; and it shall be lawful for the other Company to make alone such Payments as the Committee may require for proceeding with the joint Works, or for the Conduct and Control of the same:

(6.) If such Default shall continue for Two Years it shall be lawful for the Company who shall have duly continued its Payments to give Notice in Writing under its Common Seal to the Company

Company in default that it will within Three Months after the Date of such Notice, if all Sums in arrear at the Expiration of the said Three Months, with Interest thereon, are not paid, repay to the Company in default all Sums expended by them upon the joint Works; and upon such Payment the Company making the same may thenceforth enter upon the said joint Works, and possess the same absolutely as of their own Property, and to the Exclusion thenceforth of the Company who shall have so made default, and the Functions of the Committee shall thenceforth cease and be vested in the Company not being in default:

(7.) Either Company which shall have so ceased to be possessed of the joint Works shall nevertheless have free Access thereto and Use thereof for the Purposes of their Traffic, and equal Facilities for the Conduct of the said Traffic to those afforded by the other Company for the Conduct of their own Traffic, upon Payment of such Tolls and Charges, and upon such Terms and Conditions, as shall be agreed upon between the Companies, or as, failing Agreement, shall be settled by an Arbitrator in manner provided by "The Railways Clauses Consolidation Act, 1845."

Actions, &c. with respect to joint Works.

50. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity which might have been brought and prosecuted by or against either of the Companies if that Company had been solely authorized to execute the joint Works may, as regards any Act or Default of the Committee in relation to the joint Works or any Part thereof, or the Execution of this Act with relation to the same, be brought and prosecuted by or against the Committee; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity or otherwise relating in any Manner to the joint Works, or to any Act or Default of the Committee, shall, if served on the Secretary or any Member of the Committee, or if left at or transmitted by Post to the principal Office of the Committee or of either of the Two Companies, be valid and effectual.

Certain Provisions of 8 & 9 Vict. c. 16. extended to this Act.

51. The following Sections of "The Companies Clauses Consolidation Act, 1845," shall, for the Purposes of the joint Works, apply to the Committee; and the Expression "the Directors" in the said Sections mentioned shall, with relation to the said Works, mean the said Committee; and the Expression "the Company" in the 100th Section shall mean the Two Companies or either of them:

Section 97, with respect to the making of Contracts;

Section 98, with respect to the Entry of Proceedings;

Section 99, with respect to Informalities in Appointment of Directors;

Section 100, with respect to the personal Liability of Directors;

Sections

Sections 109 to 114, with respect to the Accountability of Officers of the Company;

Sections 142 to 160, with respect to the Recovery of Damages not specially provided for, and Penalties; and

Sections 161 and 162, with respect to Access to the Special Act:

Provided always, that any Contract which, according to the said Ninety-seventh Section, ought to be made under Seal, shall be valid and effectual if made in the Name of the Committee under the Hands and Seals of the Chairman of the Meeting of the Committee when such Contract was signed, and Two other Members of the Committee present at such Meeting: Provided also, that it shall not be lawful for the Committee to enter into any Contract with any Railway Company other than the *Newry and Armagh* Railway Company and the *Irish North-western* Railway Company with respect to the Use of the joint Works, unless with the Consent of the Two Companies signified by their being Parties to every such Contract.

Plan, &c. of Work to be approved by Board of Trade.

52. Previously to commencing the Pier the Committee shall deposit at the Office of the Board of Trade Plans and Sections and Working Drawings of the said Pier for the Approval of the said Board, such Approval to be signified in Writing under the Hand of the Secretary of the said Board, and such Pier shall be constructed only in accordance with such Approval, and when such Pier shall have been commenced or constructed it shall not be lawful for the Committee at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if the Pier shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the Board of Trade to abate, alter, and remove the same, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Committee to the Crown, and be recoverable accordingly, with Costs of Suit.

Power to Board of Trade to order local Survey at Expense of Committee.

53. If at any Time or Times it shall be deemed expedient by the Board of Trade to order a local Survey and Examination of any of the Works, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Committee, 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 Committee.

Works abandoned may be removed by Board of

54. If any Work to be constructed by the Committee shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade to abate and remove the same, or such Part

or

or Parts thereof as they may at any Time deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Committee to the Crown, and be recoverable accordingly, with Costs of Suit.

Trade at Expense of Committee.

55. During the Construction of the Pier in *Carlingford Lough*, and Works connected therewith, the Company shall exhibit every Night from Sunset to Sunrise a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels; and after the Completion of the Pier the Company shall exhibit upon the Pier every Night from Sunset to Sunrise a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels; which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of a Secretary or Assistant Secretary of the Board, directs or approves; and in case the Company shall neglect to exhibit and keep any such Light burning as aforesaid they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds.

Lights to be exhibited during and after Construction of Works, according to Directions of Board of Trade.

56. Where the Lines skirt the Shores of *Carlingford Lough* and *Newry* River the Railways and other Works shall not deviate Seawards from the continuous centre Line of the Railways 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.

For preventing Deviation of certain Works without Consent of Board of Trade.

57. Whereas the Road called in the said Book of Reference "Accommodation Road," and numbered 9 in the said Book of Reference and on the Plans for Railway No. 1, and situate in the Parish of *Carlingford* and Townland of *Greenore*, is now the only Means of Access to the Lighthouse and Premises belonging to the Port of *Dublin* Corporation: Therefore the Company shall not in the Construction of the said Railway No. 1, or any of the Works by this Act authorized, stop up, obstruct, use, take, or in any Manner interfere with the said Road without the previous Consent in Writing of the said Corporation under

For Protection of Lighthouse, &c. at Greenore.

their Corporate Seal, nor erect any Building, or execute or do any other Work, Matter, or Thing, so as to obstruct or interfere with the Light of the said Lighthouse at *Greenore*.

As to Coast Guard Station at Carlingford.

58. Notwithstanding anything in this Act contained or referred to, the Line of Railway shall be so constructed that the same shall pass over the Boat Slip of the Coast Guard Station at *Carlingford* by means of an Arch Ten Feet wide, with a clear Headway of Six Feet at High-water Spring Tides: Provided always, that to obtain such Headway the Company shall be empowered to lower the Surface of the Landing Slip at the Point of Crossing to the Extent of Three Feet.

Powers for compulsory Purchases limited.

59. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

60. The Railways and Pier shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company and Committee for making such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as shall then be completed.

For the Admission of certain Railway Companies as joint Owners of Railway.

61. If at any Time within Twelve Months from the passing of this Act the *Newry and Armagh* Railway Company, the *Downpatrick and Newry* Railway Company, and the *Newry, Warrenpoint,* and *Rostrevor* Railway Company, or any of them, shall express to the Company, in Writing under their respective Common Seals, the Desire to become joint Owners with the Company of the Undertakings by this Act authorized, and to obtain Control over the Management of the said Undertakings proportionate to the Sum contributed by them, and shall likewise express the Intention of such Company to apply to Parliament for Powers for effecting such Object, the Company shall and they are hereby required to concur in such Application, and to take all Steps or Proceedings which may be necessary on their Part with a view to facilitating the Acquisition by the Companies or Company so signifying such Desire of such joint Ownership and Control, subject to such Provisions and Stipulations as Parliament may think fit: Provided, that this Obligation shall not be binding upon or enforceable against the Company, unless the Companies or Company who may desire to acquire such joint Ownership shall be willing and bound to repay to the Company a proportionate Part with the Company of the Outlay and Expenses incurred or to be incurred by them in or about the obtaining of this Act, and the Execution of the Powers contained therein, and also in relation to the Maintenance, Management, and Repair of the Undertakings, or otherwise in relation thereto.

62. Whereas,

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

62. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, the Sum of Seven thousand two hundred Pounds has been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, being Eight Pounds *per Centum* upon Ninety thousand Pounds, the estimated Cost of the Railways: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Seven thousand two hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Seven thousand two hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Seven thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor

to

to the said Lords Commissioners, then such Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

63. It shall be lawful for the Company to demand any Tolls for the Use of their Railways not exceeding the following; (that is to say,)

Tonnage of Articles of Merchandise.

First, in respect of the Tonnage of all Articles conveyed upon the Railways, or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Sugar, Grain, Corn, Flour, Meal, Bread, Potatoes, Hay, Straw, Flax, Tow, Linen or Cotton Yarn, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Cotton, Flax, Yarns, and Wools, Drugs (excepting Vitriol), manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than

than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile Sixpence;

And a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage so conveyed may weigh.

Tolls for Passengers.

Second, in respect of Passengers and Animals conveyed in Carriages upon the Railways, as follows:

For every Person, *per* Mile One Penny Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, *per* Mile One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny.

Tolls for propelling Power.

64. The Company may demand for the Use of Engines for propelling Carriages on the Railways any Sum not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates of Charge for Passengers.

65. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railways, including the Tolls for the Use of the Railways, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, Twopence Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile.

For Animals and Goods.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railways, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of

a Carrier where such Services, or any of them, are or is performed by the Company), shall not exceed the following Sums:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Mile:

For every Calf or Pig, or other small Animal, Three Farthings *per* Mile:

For every Carriage, Sixpence *per* Mile:

For Manure and other Articles herein-before classed therewith, Three Halfpence *per* Ton *per* Mile:

For Coals and other Articles herein-before classed therewith, Three Halfpence *per* Ton *per* Mile:

For Sugar and other Articles herein-before classed therewith, Threepence *per* Ton *per* Mile:

For Cotton and other Goods and Articles herein-before classed therewith, Fourpence *per* Ton *per* Mile.

Regulations as to Tolls.

66. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railways for a less Distance than Three Miles the Company may demand Tolls as for Three entire Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise, Minerals, or Animals for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity:

No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

67. And

Tolls for small Parcels and single Articles of great Weight.

67. And with respect to small Packages and single Articles of great Weight, be it enacted, That notwithstanding the Rates of Tolls prescribed by this Act the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage on the Railways, or any Part thereof, of any Parcel not exceeding Seven Pounds in Weight, Threepence:

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

And for the Carriage of any Parcel exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

Passengers Luggage.

68. Every Passenger travelling upon the Railways may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Eighty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

69. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

70. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railways, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Limits of Powers of Pier-master.

71. The Limits within which the Powers of the Pier-master may be exercised shall be the Pier, and a Distance of One hundred Yards measured in all Directions in *Carlingford Lough* from the Pier.

Byelaws as to Disposal of Ballast.

72. The Company from Time to Time may alter, make, and repeal such Byelaws as they think fit for regulating the Removal and Disposal within

within the before-mentioned Limits of all Ballast brought by Vessels entering those Limits, and for regulating the Supply of Ballast to Vessels within the said Limits, so as to prevent Ballast being thrown or allowed to fall overboard within those Limits; and the Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," with respect to Bye-laws, shall extend and apply to any Byelaw which may be made under this Enactment.

Power to Company to appoint Meters and Weighers.

73. It shall be lawful for the Company to appoint and license a sufficient Number of Persons to be Meters and Weighers.

Rates payable on Vessels using the Pier.

74. It shall be lawful for the Company to demand for all Vessels using the Pier any Sum for every Ton of Measurement of such Vessel not exceeding Threepence, and every such Rate shall be payable by the Master of such Vessel.

Rates payable on Goods.

75. It shall be lawful for the Company to demand for all Passengers landing and embarking at the Pier, and for all Animals and Goods mentioned in the Schedule hereunto annexed which shall be shipped or unshipped, received or delivered, at the Pier, any Sums not exceeding the several Rates in the said Schedule specified; and as to all such Goods as shall not be specified in the said Schedule the Company may demand a Rate equal to the Rate for the Time being payable in respect of Goods of a similar Nature, Package, and Quality, and every such Rate shall be payable by the Owner of the Goods: Provided always, that nothing in this Act contained shall authorize the Company to demand and receive any Toll or Charge for landing or embarking at the Pier from any Person whilst actually employed on Her Majesty's Service.

Rates to be charged for the Use of Cranes and Weighing Machines.

76. It shall be lawful for the Company to demand for the Use of their Cranes, Weighing and Measuring Machines, of and from the Owner or Person having the Charge of any Goods, Articles, or Things loaded or unloaded, weighed or measured, by means of such Cranes, Weighing and Measuring Machines, such reasonable Rates as the Company shall from Time to Time appoint.

Power to Company to charge for the Trouble of warehousing, unloading, &c.

77. The Company may receive for shipping, unshipping, landing, relanding, loading, weighing, and warehousing any Goods, Wares, and Merchandise whatsoever which shall be shipped or landed at the Pier, or shall be warehoused upon the Premises of the Company, or for all or any of such Acts, and for any other Work or Labour performed by the Company in respect of such Goods, Wares, and Merchandise, such reasonable Rates and Sums of Money as the Company shall from Time to Time fix and determine, so that the same shall not exceed the Rates and Sums of Money then usually paid for or in respect thereof in the Port of *Newry*, and which Rates or Sums of Money may be recovered or recoverable

recoverable by the Company in the same Manner and by the same Means as the other Rates, Tolls, and Duties by this Act imposed are or shall be recoverable.

Power to enter into Traffic Arrangements with Newry and Armagh Railway Company.

78. The Company on the one hand, and the *Newry and Armagh* Railway Company on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

The Working, Use, Management, Maintenance, and Repair of the Undertakings or any Part of the Undertakings of the Company:

The Collection, Conveyance, and Conduct of Traffic, and the Supply of any Rolling or Working Stock, and of Officers or Servants:

The levying of the Tolls, Rates, and Charges arising on the Undertakings or any of the Undertakings of the Company:

The Division between the Companies of the Receipts arising from the Traffic upon any of the said Undertakings, and the Payments to be made respectively with respect to any of the Matters aforesaid.

Conditions of such Agreements.

79. All such Agreements shall be subject to the Approval of the Board of Trade, and no such Agreement shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies, Parties thereto, are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Undertakings to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into: Provided always, that if by virtue of any such Agreement the *Newry and Armagh* Railway Company shall work the Railways hereby authorized, or any Part thereof, the Distances over which Persons, Animals, or other Things are conveyed over both Railways shall be calculated as though they were One Railway.

To be first approved by Shareholders.

80. No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies, Parties to such Agreement, specially convened for the Purpose.

Agreement between Companies may be modified if required by the Board of Trade.

81. If at the Expiration of Ten Years from the making of any such Agreement, 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.

Public Notice at Expiration of decennial Period.

82. The Company, previously to the Expiration of such decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Right to contract.

83. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

Appointment of Joint Committee.

84. The contracting Companies may by any such Contract or Agreement appoint a Joint Committee composed of such Number of the respective Directors or Officers of those Companies as they may respectively 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 contracting Companies respectively as may be necessary for carrying into effect the Purposes of such 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 like Manner as the same might have been had and exercised by the contracting Companies respectively or their respective Directors.

Interest not to be paid on Calls paid up.

85. 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.

86. It shall not be lawful for the Company, out of any Money by this Act 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.

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

87. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company 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

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 to be taken by the Company, or of the Rates for small Parcels.

Pier, &c. not exempt from Provisions of Merchant Shipping Acts.

88. Nothing in this Act contained shall exempt the Pier or the Company from the Provisions of "The Merchant Shipping Act, 1854," or any General Act relating to Dues on Shipping, or on Goods carried in Ships, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Rates or Duties by this Act authorized.

Saving Rights of the Crown.

89. Nothing contained in this Act or in any of the Acts incorporated herewith 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.

Short Title.

90. This Act may be cited as "The *Newry and Greenore* Railway Act, 1863," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

Expenses of Act.

The

The SCHEDULE to which this Act refers.

	s.	*d.*
For every Person who shall land or embark at the Pier - -	0	2
For every Horse or Mule - - - - - -	2	0
For Cattle, per Head - - - - - -	1	0
Sheep, Lambs, and Pigs, per Head - - - - -	0	1
Calves, per Head - - - - -	0	2
One-horse Carriages - - - - - -	1	6
Two-horse Carriages - - - - -	4	0
For every Quarter of Wheat, Oats, Rye, Barley, Malt, Beans, Peas, Tares, Mustard Seed, Canary, and Seeds of every Denomination -	0	2
Anchors, per Cwt. - - - - - - -	0	3
Ashes, per Barrel - - - - - -	0	1
Alum, per Cwt. - - - - - - -	0	1
Anchovies, per Barrel - - - - -	0	1
Anchor Stock, per Foot Run - - - - -	0	1
Apples and Pears, per Sack of Three Bushels - - -	0	2
Asparagus, per Basket - - - - - -	0	2
Ale, Porter, Beer, Cider or Perry, per Cask - - -	0	1
Ditto, per Hogshead - - -	0	2
Ditto, per Half Hogshead or other less Quantity	0	1
Ditto, in Bottles, 12 Dozen - -	0	2
Bran or Pollard, per 8 Bushels - - - - -	0	1
Beer, Table, per 9 Gallons - - - - -	0	1
Beef or Pork contained in any Cask, per Cwt. - - -	0	1
Barrel Boards or Staves, per Thousand - - -	0	9
Butt Staves, per Hundred - - - - - -	1	0
And all other Staves in proportion:		
Battens, Petersburg, per Hundred - - - - -	0	6
Boards or Battens, close, per Hundred - - -	0	4½
Billiard Table - - - - - - -	2	6
Bricks, per Thousand - - - - - -	0	4½
Barilla, per Ton - - - - - - -	1	0
Ditto, per Seron - - - - -	0	2
Bolt of Canvas, Nos. 1, 2, 3 - - - - - -	0	0½
Ditto, every other - - - - - -	0	1
Butt, Pipe, or Puncheon, entire or in Staves, each - -	0	1
Bottles, empty, per Dozen - - - - - -	0	1
Bale, every Box, Truss, Trunk, Case, Chest, Bundle, or Parcel containing Goods not enumerated in Schedule, per Cubic Foot -	0	0½
Ditto, per Cwt. - - - - - -	0	1
Baskets, per Dozen - - - - - -	0	6
Basket or Maund containing Goods not enumerated in Schedule -	0	4
Ditto, smaller, each - - - - -	0	3
Ditto, empty, per Dozen - - - - -	0	1
Beef or Pork, per Tierce - - - - - -	0	1
Ditto, per Barrel - - - - - -	0	1
Butter, per Barrel - - - - - -	0	1
Ditto, or Cheese, per Cwt. - - - -	0	1

The Newry and Greenore Railway Act, 1863.

	s.	*d.*
Biscuit, per Bag	0	1½
Bleaching Powder, per Cwt.	0	1
Beans and Peas, per Sack	0	1
Bottles, full, in Hampers, per Dozen	0	2
Bottles, new, in Mats or Hamper	0	6
Brooms, Hair, and Mops, per Dozen	0	0½
Bobbins, per Bag	0	3
Bacon, per Box or Bale	0	3
Beef, per Cwt.	0	1
Bedding, Seamen's	0	1
Currants or Raisins, per Cwt.	0	1
Coffee, per Cwt.	0	1
Copper or Brass, wrought or unwrought, per Cwt.	0	1
Chalk Stones, rough or hewn, per Ton	0	4
Cement, per Barrel	0	2
Cordage, per Cwt.	0	1½
Clover Seed, per Sack	0	3
Calf Skins, per Dozen	0	4
Colours, per Firkin	0	1
Clog Soles, per Dozen	0	1
Carboys, each	0	2
Coals, Culm, Splint, Coke, or Cinder, per Ton	0	6
Chest of Drawers, Double	0	8
Ditto, Single	0	5
Chairs, per Dozen	0	6
Ditto, each	0	1
Chimneypots, each	0	1
Cabbages, per Crate	0	3
Carrots and Vegetable Roots, per Hundred	0	1
Deals, per Load containing 50 Cubic Feet	0	9
Dogs, each	0	2
Earthenware, per large Crate	0	6
Ditto, per small Crate	0	3
Fish, per Pot, Prickle, or Pad	0	1
Ditto, per Ton	1	0
Ditto, per Trunk	0	1
Ditto, per Bushel or Sieve	0	1
Flax Seed, per Hogshead	0	4
Ditto, per Barrel	0	2
Fruit, per Bushel, Crate, Sieve, or Box	0	1
Flour, per Ton	0	1
Faggots, per Cwt.	0	6
Firewood, per Cord	0	3
Feathers, per Cwt.	0	1
Farina, per Sack	0	2
Foxes, each	0	6
Fowls, and every other Sort of Poultry, per Sap or Crate	0	4
Flint Stones, per Ton	0	1
Furniture, large, per Article	0	3
Ditto, small, per Article	0	1
Glass Ware, per large Crate	0	6
Ditto, per small Crate	0	3
Glass, Window, per Crate	0	4
Grindstones, each	0	1
Girders, Iron, per Ton	0	6
Grate or Range, large	0	6
Ditto, small	0	3

	s.	*d.*
Gunpowder, per Barrel	0	6
Guano, per Ton	0	9
Garden Stuff, per Bushel or Sieve	0	1
Hay, per Truss or Bale	0	6
Hops, per Bag	0	3
Ditto, per Pocket	0	2
Hams, Bacons, or Tongues, per Cwt.	0	1
Herrings, Red, per Barrel	0	1
Hogshead packed with Goods not enumerated in Schedule	0	6
Hoops, per Bundle	0	1
Hurdles, per Hundred	0	10
Hardware, per Cask or Box	0	6
Harpsichord	1	0
Harps, each	0	8
Hemp, per Cwt.	0	1
Hares, Pheasants, and all other Game, per Head	0	1
Hides, raw or tanned	0	1
Iron, per Cwt.	0	1
Ditto, per Ton	1	0
Ditto, Pots, each	0	1
Kelp, per Ton	0	6
Laths, per 20 Bundles	0	3
Lamp Black, in Casks	0	6
Lath Wood, Six Foot, per Fathom	0	6
Ditto, Five Foot, ditto	0	4
Lead, per Cwt.	0	1
Ditto, per Ton	1	0
Lime, per Load of 28 Bushels	0	1
Leather, per Cwt.	0	4
Leeks, per Dozen Bundles	0	1
Linseed Meal, per Bag	0	2
Linen, per Bale or Case	0	6
Lumber, and every other Article not specified before in this Table, per Foot Cube	0	1
Ditto, Dosser Cwt.	0	1
Manure in Bags, per Ton	0	6
Meal or Middlings, per Cwt.	0	1
Mahogany, in Logs or Planks, per Foot Cube	0	1
Masts, Ten Inches in Diameter or upwards, each	2	0
Ditto, under Ten Inches, each	0	9
Millstones, large, each	0	6
Ditto, small, each	0	4
Molasses, per Puncheon	0	4
Mustard, per Thirty Pound Barrel	0	1
Marble, per Ton	1	0
Machinery, per Ton	0	6
Machines, Sewing, Printing, or Working, each	1	0
Matches, in Casks or Cases	1	0
Nails, per Bag	0	1
Nuts, per Bag	0	1
Oil Cakes, per Thousand	0	9
Oranges and Lemons, per Chest	0	3
Ditto ditto per Half Chest	0	2
Oil, Train or Fish, per Barrel, and so on in proportion for any greater or smaller Quantity	0	4
Oak or Elm Planks, per Load containing 30 Cubic Feet	0	6
Oakum, per Cwt.	0	2

	s.	d.
Oysters, per Bushel	0	1
Ditto, per Firkin or smaller Barrel	0	1
Oil Cake, per Cwt.	0	3
Ovens, each	0	3
Ordnance Pieces, of Brass or Iron, per Cwt.	0	2
Onions, per Bushel	0	1
Oatmeal, per Sack	0	1
Oil, per Pipe	0	6
Ditto, per Hogshead	0	2
Ditto, per Half Hogshead	0	1
Ditto, per Jar	0	1
Ditto, per Chest	0	1
Ditto, per Half Chest	0	1
Potatoes, per Barrel	0	1
Ditto, per Ton	0	9
Ditto, per Sack of Three Bushels	0	1
Plums, per Box	0	1
Pails or Buckets, per Dozen	0	3
Posts and Rails, per Load of Fifty Cubic Feet	0	6
Peas and Rice, per Sack	0	1
Pewter, Wrought, per Cwt.	0	1
Ditto, old	0	1
Pianofortes, each	2	0
Pitch and Tar, per Barrel	0	2
Paper, per Cwt.	0	6
Straw, per Load	0	6
Sugar, Loaf, per Cwt.	0	1
Ditto, Raw, per Cwt.	0	1
Salt, per Cwt.	0	1
Shumac, per Bag	0	2
Spars, per Score	0	3
Solder, per Cwt.	0	1
Sofas, each	0	6
Stone, per Ton	0	6
Paving, per Ton	0	6
Slate, per Ton, containing 24 Cubic Feet	0	6
Stove, Register	0	4
Ditto, other	0	3
Sedan Chairs, each	0	6
Salmon, per Kip or Basket	0	2
Skins: Goat, Dog, Calf, Sheep, or Lamb, per Dozen	0	4
Soap, per Cwt.	0	1
Starch, per Cwt.	0	1
Soda or Soda Ash, per Ton	1	0
Staves, Pipe, per Hundred	0	1
Ditto, Hogshead, per Hundred	0	1
Ditto, Barrel, per Hundred	0	1
Ditto, Ends, per Hundred	0	1
Shoes or Boots, per Box or Hamper	0	6
Shot, per Bag	0	1
Salt Fish, per Cwt.	0	1
Spades and Shovels, per Dozen	0	2
Shrimp Baskets, each	0	0½
Tallow, Soap, or Candles, per Cwt.	0	1
Tea, per Quarter Chest	0	2

And so in proportion for any greater or less Quantity than Half a Chest.

	s.	*d.*
Tar, per Cask	0	2
Treacle, per Cwt.	0	1
Timber, per Load, containing Fifty Cubic Feet	0	6
Tables, Dining, per Set	1	1
Ditto, others, Dining Tables, each	0	6
Ditto, Card or Pembroke, each	0	3
Ditto, every other, each	0	3
Tombstones, each	1	6
Ditto, Marble	2	6
Tiles, plain, per Thousand	0	3
Ditto, Hip or Gutter, per Thousand	0	4
Ditto, Ridge or Pantiles, per Thousand	0	6
Ditto, Mathematical, per Thousand	0	9
Ditto, Paving, per Thousand	0	3
Thread, in Casks or Cases, each	0	6
Turtle, each	0	10
Tobacco and Snuff, per Cwt.	0	1
Tin, per Ton	0	2
Tallow, per Cwt.	0	1
Turbot, per Score	0	1
Tow and Waste, per Cwt.	0	1
Trunk, Portmanteau, or Bundle, each	0	1
Vats packed with Goods not enumerated in Schedule, each per Foot Cube	0	1
Ditto, per Cwt.	0	1
Violins, Bass-Viols, or other stringed Instruments (except Harps), each	0	2
Vinegar, per Hogshead	0	4
Wool, Yarn, or Cotton, per Cwt.	0	4
Wine (not British), Sweet Oil, or Spirits, for every Gallon contained in any Butt, Pipe, Puncheon, or Piece, or any Cask whatsoever	0	1
Oil or Spirits, in Bottles, per Dozen	0	2
Ditto, per Pipe	0	6
Ditto, per Hogshead	0	3
Ditto, per Half Hogshead	0	2

All Goods not enumerated in this Schedule to pay at the Rate of 1*d.* per Cube Foot, or 3*d.* per Cwt., or 2*d.* per Bushel or Gallon.

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