CHAPTER lii.

An Act to confirm an agreement entered into between the Great Southern and Western Railway Company and the Commissioners of Public Works in Ireland for the improvement and use of the Railway Station at Thurles. [3rd July 1894.]

A.D. 1894.

WHEREAS the Great Southern and Western Railway Company and the Commissioners of Public Works in Ireland have entered into an agreement for the execution by the said Company of certain improvement works at Thurles Station and for the use by the said Commissioners and others of part of the railway of the said Company and of their station at Thurles:

And whereas it is requisite that the said agreement should be confirmed by 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:—

Short title.

1. This Act may be cited as the Thurles Railway Station Act 1894.

The agreement in schedule confirmed.

2. The agreement as set forth in the schedule to this Act annexed is hereby confirmed and all the provisions thereof shall have full force and validity and be binding on the parties thereto and all other companies and persons referred to in clause nineteen thereof.

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SCHEDULE referred to in the foregoing Act.

AGREEMENT made the seventh day of January one thousand eight hundred and ninety-three between THE GREAT SOUTHERN AND WESTERN RAILWAY COMPANY (herein-after called "the Great Southern Company") of the one part and THE COMMISSIONERS OF PUBLIC WORKS IN IRELAND (herein-after called "the Commissioners") of the other part.

WHEREAS the Great Southern Company who were incorporated by an Act passed in the session of Parliament holden in the 7th and 8th years of the reign of Her Majesty Queen Victoria chapter 100 (Local and Personal) are under and by virtue of that Act and of another Act passed in the session of Parliament holden in the 8th and 9th years of the reign of Her said Majesty chapter 124 (Local and Personal) the owners of a railway from the city of Dublin to the city of Cork with a branch to the town of Carlow:

And whereas by the Southern Railway Act 1865 (28 and 29 Victoria chapter 353 Local and Personal) the Southern Railway Company (herein-after called "the Southern Company") was incorporated and authorised to make and maintain a railway commencing near Thurles by a junction with the railway of the Great Southern Company and terminating by a junction with the railway of the Waterford and Limerick Railway Company near Clonmel:

And whereas by memorandum of agreement dated the twenty-fourth day of May one thousand eight hundred and seventy-three and made between the Waterford and Limerick Railway Company of the one part and the Southern Company of the other part it was agreed between the parties thereto that on and after the opening of the said undertaking of the Southern Railway Company for public traffic and during the continuance of the agreement now in recital the Waterford and Limerick Railway Company should manage maintain repair work and use the said railway undertaking and the traffic thereon on the terms and in the manner therein mentioned and it was thereby declared that the agreement in recital should be subject to the approval of Parliament and should be in perpetuity subject to the revision of the Board of Trade under the statutes in force for that purpose:

And whereas the said agreement of the twenty-fourth day of May one thousand eight hundred and seventy-three was afterwards duly approved by Parliament and the Southern Company constructed their said railway undertaking and the same was opened for traffic and is now being worked by the

Waterford and Limerick Railway Company under and by virtue of such agreement:

And whereas by deed dated the fourteenth day of May one thousand eight hundred and seventy-four and made pursuant to the provisions of the Public Works (Ireland) Act 1831 the Southern Company in consideration of the sum of twenty-six thousand six hundred and sixty-six pounds agreed to be advanced to them by the Commissioners assigned to the Commissioners their undertaking and the lands taken and to be taken for the purposes of the said undertaking and the tenements hereditaments and railway of the Company and all receipts tolls profits and sums of money arising by virtue of any of the Acts in the deed in recital mentioned and all property of what nature and kind soever belonging to the said Company to hold to the Commissioners their successors and assigns until the said sum of twenty-six thousand six hundred and sixty-six pounds together with interest at the rate of five pounds for every one hundred pounds by the year should be satisfied and repaid by the instalments and in the manner in the deed in recital mentioned:

And whereas the Commissioners advanced the said sum of twenty-six thousand six hundred and sixty-six pounds to the Southern Company by the instalments following (that is to say) On the twenty-third day of June one thousand eight hundred and seventy-four the sum of nineteen thousand three hundred and twenty-seven pounds and on the thirty-first day of July one thousand eight hundred and seventy-four the sum of seven thousand three hundred and thirty-nine pounds:

And whereas by deed dated the thirty-first day of August one thousand eight hundred and seventy-six and made pursuant to the Public Works (Ireland) Act 1831 the Southern Company in consideration of the sum of fifteen thousand three hundred and thirty-three pounds agreed to be advanced to them by the Commissioners assigned unto the Commissioners the undertaking lands hereditaments and premises comprised in the said deed poll of the fourteenth day of May one thousand eight hundred and seventy-four to hold the same unto the Commissioners their successors and assigns until the said sum of fifteen thousand three hundred and thirty-three pounds together with interest at the rate of five pounds for every one hundred pounds by the year should be satisfied and repaid by the instalments and in the manner in the deed in recital mentioned:

And whereas on the fifth day of September one thousand eight hundred and seventy-six the Commissioners advanced to the Southern Company the entire of the said fifteen thousand three hundred and thirty-three pounds in one sum:

And whereas by deed dated the ninth day of December one thousand eight hundred and seventy-nine and made pursuant to the Public Works (Ireland) Act 1831 the Southern Company in consideration of the sum of eighteen thousand three hundred pounds agreed to be advanced to them by the Commissioners assigned to the Commissioners the undertaking lands hereditaments and premises comprised in the herein-before recited deeds poll of the fourteenth day of May one thousand eight hundred and seventy-four and thirty-first day of August one thousand eight hundred and seventy-six to hold to the Commissioners their successors and assigns until the said sum of eighteen thousand three hundred pounds together with interest at the rate of

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five pounds for every one hundred pounds by the year should be satisfied and repaid by the instalments and in the manner in the deed in recital mentioned:

And whereas the Commissioners advanced to the Southern Company the sum of twelve thousand six hundred and ninety-four pounds fourteen shillings and three pence on foot of the said advance of eighteen thousand three hundred pounds by the instalments following (that is to say) On the twenty-second day of December one thousand eight hundred and seventy-nine the sum of eleven thousand pounds on the twenty-third day of February one thousand eight hundred and eighty-two the sum of one thousand one hundred and fifty pounds on the twentieth day of July one thousand eight hundred and eighty-three the sum of three hundred and eighty-six pounds two shillings and four pence and on the twenty-second day of February one thousand eight hundred and eighty-seven the sum of one hundred and fifty-eight pounds eleven shillings and eleven pence:

And whereas by articles of agreement dated the thirteenth day of April one thousand eight hundred and eighty-one and made between the Great Southern Company of the one part and the Southern Company of the other part the Great Southern Company granted to the Southern Company running powers over the railway of the Great Southern Company between the said junction of their said railway near Thurles and the Thurles Station of the Great Southern Company and the right to use Thurles Station and other conveniences:

And whereas default was made by the Southern Company in the repayment of the instalments due on foot of the said advances and the interest on such advances secured to the Commissioners by the herein-before recited deeds of mortgage:

And whereas after such default the Commissioners pursuant to the powers and authorities in the Public Works (Ireland) Act 1831 enabling them upon the twenty-second day of January one thousand eight hundred and eighty-five entered upon and took possession of the undertaking of the Southern Company and of all the property comprised in the herein-before recited deeds of mortgage:

And whereas the Commissioners still hold possession of the said mortgaged property and there is now due to them on foot of the herein-before mentioned advances the entire of the principal money advanced (that is to say) The sum of fifty-four thousand six hundred and ninety-three pounds fourteen shillings and three pence and the sum of fifteen thousand six hundred and ninety pounds sixteen shillings and six pence for arrears of interest accrued up to and ending the thirtieth day of April one thousand eight hundred and ninety-two:

And whereas the said agreement of the thirteenth day of April one thousand eight hundred and eighty-one between the Great Southern Company and the Southern Company has expired and the Commissioners are desirous of obtaining a continuance of the running powers over the said railway of the Great Southern Company between the junction of the Southern Railway near Thurles and the Thurles Station of the Great Southern Company and the right to use Thurles Station and the other conveniences hitherto enjoyed under the said agreement dated thirteenth day of April one thousand eight hundred and eighty-one and the Great Southern Company are willing to grant such power and right on the terms and conditions herein-after mentioned and with

that view they have at the request of the Commissioners agreed to construct at the cost of the Commissioners a separate cattle siding or bank at Thurles Station for the accommodation of the live stock traffic of the Southern Railway and for the exclusive use except as herein-after mentioned of the Commissioners and the Working Company for the purposes of such traffic herein-after referred to as the said cattle bank :

Now therefore these presents witness that it is hereby agreed between the parties hereto as follows (that is to say) :—

1. In this agreement and the schedule annexed hereto the expression "the junction railway" means the railway of the Great Southern Company from Thurles Junction to Thurles Station The expression "the Southern Railway" means the railway undertaking of the Southern Company The expression "traffic of the Southern Railway" means all passenger parcels mineral goods animal and other traffic whatsoever whether local or through (including mails troops and police) passing from the Southern Railway to the junction railway or to Thurles Station or passing from Thurles Station or the junction railway to the Southern Railway "The Working Company" means the Waterford and Limerick Railway Company or any company for the time being lawfully working the Southern Railway The expression "the Commissioners" means the Commissioners of Public Works in Ireland and includes unless the context forbids their assigns.

2. The Great Southern Company shall with all due speed immediately upon the execution of these presents execute and complete the following works for the accommodation of the traffic of the Southern Railway (that is to say) A cattle siding or bank at Thurles Station with safe and convenient passage and means of access thereto with all suitable gates fences lines of rails and conveniences The works shall be constructed in the position indicated on the Map No. 1 attached to these presents and in accordance with the plans whereon the engineers of the Commissioners and the Great Southern Company respectively have endorsed their names The Great Southern Company shall provide the lands necessary for the site of the works and all other lands (if any) requisite for their execution except the lands coloured green on the said Map No. 1 the fee simple of which will be acquired by the Great Southern Company at the expense of the Commissioners who shall pay to the Great Southern Company all purchase and compensation moneys costs charges and expenses whatsoever (except Parliamentary expenses) paid or incurred by the said Company in or about or incident to the acquisition of such lands On the completion of the works the Commissioners shall pay to the Great Southern Company on the certificate of the engineer of the Great Southern Company that the works are complete the cost and expenses of constructing and completing the same as set out in such certificate in addition to the cost and expenses of acquiring such land as aforesaid and the works shall be maintained in perpetuity by the Great Southern Company in good order repair and condition.

3. The Great Southern Company will permit the Commissioners and the Working Company subject to the provisions and on the terms and conditions herein-after contained for all purposes of the traffic of the Southern Railway to run over and use the junction railway and to use the Thurles

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Station with the locomotives tenders carriages trucks officers and servants of the Commissioners or the Working Company.

4. The use of Thurles Station for the purposes of this agreement and subject to the provisions hereof shall include the use of all the watering places sidings platforms and conveniences booking offices waiting rooms engine sheds turntables goods sheds cattle sidings and wharves at Thurles Station but not so as to interfere with the use thereof by the Great Southern Company Provided always that the said cattle siding or bank so to be constructed as aforesaid and the rails and works thereof delineated on the Map No. 2 attached to these presents and thereon coloured red shall except as herein-after mentioned be set apart by the Great Southern Company exclusively for the accommodation of the live stock traffic of the Southern Railway and the Commissioners and the Working Company may levy such rates tolls and charges in respect thereof and the traffic thereon as if the same formed part of the undertaking of the Southern Company Provided also that nothing herein contained shall be deemed to preclude the Great Southern Company from using the rails of the said cattle siding or bank so delineated as aforesaid for shunting purposes only at such times as the said rails are unoccupied for the purposes of the traffic of the Southern Railway and so that such user for shunting purposes shall not interrupt damage or injure in any way the traffic of the Southern Railway or interfere with the free and unrestricted use of the said cattle siding or bank by the Commissioners or the Working Company.

5. The Great Southern Company will by their own stationmasters officers and servants at Thurles Station do all station services necessary and proper to be done at Thurles Station in connection with the traffic of the Southern Railway including the traffic at the cattle siding or bank in the last preceding clause mentioned and including the booking of traffic the issue of tickets the collection of charges and the keeping of accounts.

6. The Great Southern Company will by their own officers and servants do all the signalling in connection with the traffic of the Southern Railway whether at Thurles Station or at Thurles Junction or elsewhere on the junction railway.

7. In working such traffic and permitting such user and in doing all other the works required by this agreement the Great Southern Company are to afford all usual facilities to the Commissioners or the Working Company without affording undue favour precedence or partiality to or against the traffic of the Southern Railway or the Commissioners or the Working Company.

8. The Commissioners or the Working Company shall from time to time supply at their own cost all passenger tickets dating and ticket presses labels for luggage office books and invoices to be used for the purpose of the traffic of the Southern Railway at Thurles Station.

9. The Commissioners shall be entitled to such terminals on all traffic coming from destined for or passing over the Southern Railway or any part thereof as they would be entitled to if the said station at Thurles were owned by and the property of the Commissioners.

10. The Commissioners or the Working Company shall from time to time give directions in writing signed by their traffic manager or some officer

on his behalf to the stationmaster of the Great Southern Company at the said station of all matters and things connected with the business of the Southern Railway or the Working Company at the said station and required to be done and the Commissioners or the Working Company shall be solely accountable for the acts of the said stationmaster and his staff in carrying out such directions At all times when the said stationmaster or other officers or servants of the Great Southern Company shall be engaged upon and occupied by the business of the Southern Railway or the Working Company at the said Thurles Station or junction they shall perform their duties as faithfully as if they were engaged or occupied upon the business of the Great Southern Company and they shall be deemed and taken to that extent as the servants of the Commissioners or the Working Company as between the parties hereto and the Commissioners or the Working Company shall be solely and exclusively liable to and accountable for any loss damage injury or accident to persons property goods cattle sheep horses or other live or dead animals or other traffic which may arise whilst the said servants are so employed and the Commissioners or the Working Company shall indemnify and they hereby agree to indemnify and save harmless the Great Southern Company and to repay them any sum or sums of money they may have to pay or any loss they may sustain by reason of any action at law or otherwise which may be brought against the Great Southern Company in consequence of any such loss damage injury or accident as aforesaid.

11. The Commissioners or the Working Company shall at all time observe the provisions of all Acts of Parliament Orders in Council or other laws judgments orders of courts or other obligations affecting the Great Southern Company or their railway and shall indemnify the Great Southern Company in respect of any breach thereof by the Commissioners or by the Working Company or their officers or servants or by any officers or servants of the Great Southern Company when acting on behalf of the Commissioners or of the Working Company The officers and servants of the Working Company shall subject to clause ten hereof while using the Thurles Station or junction obey the lawful directions of the stationmaster at Thurles Station in like manner as though they were belonging to the Great Southern Company.

12. The Commissioners or the Working Company shall at all times observe and conform to all bye-laws for the time being in force relating to the railway of the Great Southern Company and the Great Southern Company may refuse to permit to pass on or over the junction railway or to admit to Thurles Station any train locomotive carriages trucks or traffic otherwise than in accordance with such bye-laws and also any waggons or trucks for the carriage of live stock which are not in the opinion of the Great Southern Company's officers properly washed cleaned and disinfected and the Commissioners or the Working Company shall provide motive power for all their trains in and out of Thurles Station.

13. The Commissioners or the Working Company in consideration of the premises shall from time to time make to the Great Southern Company the several payments in lieu of or by way of commuted tolls mentioned and set forth in the schedule hereto.

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14. The Great Southern Company shall be entitled to require and either in their own name or in the name of the Commissioners or in their joint names to compel the Working Company out of any moneys payable by the Working Company to the Commissioners to pay over from time to time to the Great Southern Company the amount due or owing to the Great Southern Company under this agreement and the receipt of the Great Southern Company for any amounts so paid over shall be a full discharge to the Working Company for the same as against the Southern Company and their mortgagees Nothing in this clause shall prejudice any right of action or other right of the Great Southern Company against the Working Company or the Commissioners under this agreement or otherwise.

15. The Great Southern Company may out of any moneys for the time being in their hands on account of the Commissioners from time to time retain the amount of any moneys due and payable to them from the Commissioners or the Working Company under or by virtue of these presents but without prejudice to any right of action and without prejudice to any other right of the Great Southern Company to determine this agreement or to take any proceedings or otherwise And the Great Southern Company shall not be bound to retain as aforesaid and they may apply any moneys which they retain as aforesaid to satisfy any demand against the Commissioners or the Working Company without reference to date or priority.

16. The Great Southern Company shall keep full and true accounts of all moneys received by them at Thurles Station for or on account of the Commissioners and such accounts and all vouchers relating thereto shall at all reasonable times be open to the inspection of the Commissioners and abstracts thereof for each month shall within twenty-one days after the end of each month be furnished by the Great Southern Company to the Commissioners on request.

17. This agreement shall continue in force in perpetuity subject to the proviso for the determination thereof herein-after contained Provided always that in case any of the payments specified in the schedule hereto are not made within three months after such payment becomes due and payable it shall be lawful for the Great Southern Company by six months' notice in writing to be served upon the Commissioners to determine this agreement but such determination shall not prejudice any right of action or retainer for moneys due or accruing due to the Great Southern Company at the time of such determination.

18. When any difference arises between the Great Southern Company and the Commissioners as to anything to be done suffered or omitted in consequence of this agreement or as to any of the incidents or consequences of this agreement or as to carrying into effect of any of the clauses or provisions hereof or as to any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or as to any liability damages losses or expenses or otherwise relating to the premises every such difference shall be referred to and determined by an arbitrator to be appointed on the application of any or either party to the difference by the Board of Trade And it shall be competent for the said arbitrator to hear and decide any

such difference and the provisions of the Railway Companies Arbitration Act 1859 with respect to the hearing and determining of the differences and to the award consequent thereon by a single arbitrator shall be applicable to every difference question or matter referred under this article and to the hearing and determination thereof; by such single arbitrator and to the award consequent thereon.

19. If at any time hereafter the Southern Railway shall be reconveyed or the possession thereof delivered to the Southern Company or if at any time the said railway shall be sold and conveyed by the Commissioners to any other company persons or person then and thenceforth the Southern Company or such other company persons or person as aforesaid as the case may be shall be entitled to the benefit of and shall be bound by this agreement and the liability of the Commissioners under this agreement shall cease.

20. This agreement is conditional on the same being confirmed by Act of Parliament and made binding on the parties hereto and the Southern Company and so far as relates to any matter or thing herein-before contained shall be of no force or effect until so confirmed and made binding.

21. The Commissioners at their own expense shall forthwith apply for and shall take all necessary steps to obtain an Act of Parliament confirming this agreement and directing the same to be carried out and making the same binding on the parties hereto and on all other companies and persons referred to in clause nineteen hereof.

22. This agreement is made subject to such alterations as Parliament shall see fit to make therein.

23. This agreement shall be void unless the same shall be confirmed by Act of Parliament before the thirty-first day of December one thousand eight hundred and ninety-four either in its present terms or with such variation therein as shall be approved by the Great Southern Company.

In witness whereof the Great Southern Company and the Commissioners have caused their respective common seals to be hereunto affixed the day and year first herein written.

Present when the seal of the Great Southern and Western Railway Company affixed hereto—

Croker Barrington
Solicitor
10 Ely Place Dublin.

Seal of the Great Southern and Western Railway Company Ireland.

Present when the seal of the Commissioners of Public Works in Ireland affixed hereto—

W. M. Lane
Solicitor
Office of Public Works Dublin.

Seal of the Commissioners of Public Works in Ireland.

P. J. Tuohy Secretary.

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Schedule.

Payments to be made to the Great Southern Company.

The several sums to be paid by the Commissioners or the Working Company to the Great Southern Company in lieu of or as commuted tolls for the use of the said junction railway and Thurles Station and conveniences shall be—

1. The annual sum of two hundred and seventy-five pounds to be paid half-yearly on the first of January and first of July in each year or within sixty days after those days respectively the first payment to be made on the first day of January one thousand eight hundred and ninety three or within sixty days thereafter in respect of the half-year from the thirtieth June one thousand eight hundred and ninety-two to the thirty-first December one thousand eight hundred and ninety-two immediately preceding such date.
2. The annual sum of four hundred pounds being the amount ascertained and agreed upon between the Great Southern Company and the Commissioners as the Commissioners' proportion of the expenses of working the joint traffic at Thurles Station the said sum to be payable half-yearly on the first day of January and first day of July in each year or within sixty days after the said days respectively the first payment to be made on the first day of January one thousand eight hundred and ninety-three or within sixty days thereafter in respect of the half-year from the thirtieth day of June one thousand eight hundred and ninety-two to the thirty-first day of December one thousand eight hundred and ninety-two immediately preceding such date At the expiration of the first or any subsequent period of five years from the first day of January one thousand eight hundred and ninety-three the Commissioners or the Great Southern Company may upon giving to the other of them one calendar month's previous notice in writing require the said annual payment of four hundred pounds or such other sum as may at the expiration of any such period of five years be substituted therefor to be revised (failing agreement between the Commissioners and the Great Southern Company) by an arbitrator to be appointed by the Board of Trade as provided by clause eighteen of the foregoing agreement.
3. An annual sum of six hundred and forty-two pounds payable by half-yearly payments on the first of January and first of July in each year or within sixty days after such days respectively the first of such half-yearly payments to be made on the first January one thousand eight hundred and ninety-three or within sixty days thereafter in respect of the half-year from the thirtieth day of June one thousand eight hundred and ninety-two to the thirty-first day of December one thousand eight hundred and ninety-two immediately preceding such date.
4. And in addition to the above-mentioned payments the cost of working the signals at Thurles Junction shall be borne and paid by the Commissioners or the Working Company in accordance with the twelfth section of the Railway Clauses Act 1863 as if that section were set out

herein and such costs shall be payable half-yearly on the first of January and first of July in each year or within sixty days after such days respectively the first payment to be made on the first day of January one thousand eight hundred and ninety-three or within sixty days thereafter in respect of the half-year from the thirtieth day of June one thousand eight hundred and ninety-two to the thirty-first day of December one thousand eight hundred and ninety-two immediately preceding such date.

P. J. T.
Secretary.
W. M. L.

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