ANNO VICESIMO QUINTO & VICESIMO SEXTO

# VICTORIÆ REGINÆ.

## *Cap.* cxci.

**An Act for authorizing the *Waterford and Limerick* Railway Company to divert their Tramway in the City of *Limerick*, and to work or lease the Undertaking of the *Limerick and Ennis* Railway Company. [29th *July* 1862.]**

WHEREAS by "The *Waterford and Limerick* Railway Act, 1860," the *Waterford and Limerick* Railway Company, in this Act called "the Company," were, amongst other things, authorized to make and maintain a Tramway in the City of *Limerick*, and it is expedient that the said Company should be authorized to divert the said Tramway to the Extent herein-after authorized: And whereas a Plan and Section of the said Diversion showing the Line and Level thereof respectively, with a Book of Reference to the Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes of this Act, have been deposited with the Clerk of the Peace for the County of the City of *Limerick*, and the said Plan, Section, and Book of Reference are in this Act referred to as the deposited Plan, Section, and Book of Reference: And whereas by "The *Limerick, Ennis, and Killaloe Junction* Railway Act, 1846," a Company was incorporated by the Name of "The

23 & 24 Vict. c. clx.

9 & 10 Vict. c. cxcv.

*The Waterford and Limerick Railway Act*, 1862.

"The *Limerick, Ennis, and Killaloe Junction* Railway Company," for the Purpose of making and maintaining a Railway from the City or Borough of *Limerick* to the Borough of *Ennis*, with Branches to the Towns of *Clare* and *Killaloe*, and to join the *Great Southern and Western* Railway of *Ireland* near *Limerick*: And whereas by "The *Limerick and Ennis* Railway Act, 1853," the Name of the said last-named Company was changed, and such Company is now called "The *Limerick and Ennis* Railway Company," and in this Act is called "the *Ennis* Company"; and the said Company were authorized and required to abandon the Formation of the said Branch Railways to the Town of *Killaloe* and to the *Great Southern and Western* Railway, and to divert a Portion of their Main Line; and Powers were granted to the said Company to form Two Junctions with the *Waterford and Limerick* Railway in the County of *Limerick*: And whereas the *Ennis* Company, in pursuance of the Powers of the said recited Acts, constructed the said Railway from *Limerick* to *Ennis*, and the said Junctions with the *Waterford and Limerick* Railway: And whereas the respective Undertakings of the Company and the *Ennis* Company are now mortgaged to the Secretary of the Commissioners for carrying into execution an Act of Parliament made and passed in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to authorize the Issue of Exchequer Bills, and the Advance of Money out of the Consolidated Fund, to a limited Amount, for the carrying on of Public Works and Fisheries in the United Kingdom, and Employment of the Poor in* Great Britain, *in manner therein mentioned*, and the several other Acts subsequently passed for amending, continuing, or extending the same, or authorizing the further Issue of Exchequer Bills, or the Advance of Money for the like Purposes, and which said Commissioners are commonly called and herein-after referred to as "The Public Works Loan Commissioners:" And whereas it is expedient, and will be for the public Advantage, that the Undertakings of the *Ennis* Company and of the Company should be worked together as One Undertaking: And whereas an Agreement, bearing Date the Twenty-third Day of *April* One thousand eight hundred and sixty-one, has been made between the said Two Companies for the working by the Company of the Undertaking of the *Ennis* Company among other Purposes, and which Agreement is contained in the Schedule to this Act annexed: And whereas it is expedient that the said Agreement should be confirmed, and that such Powers as are herein-after contained should be granted for enabling the Company to lease the Undertaking, and to purchase the Plant and Rolling Stock of the *Ennis* Company: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

16 & 17 Vict. c. cxiv.

57 Geo. 3. c. 34.

**1.** This

*The Waterford and Limerick Railway Act*, 1862.

Short Title.

**1.** This Act may for all Purposes be cited as "The *Waterford and Limerick* Railway Act, 1862."

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

**2.** "The Companies Clauses Consolidation Act, 1845," and so much of "The Lands Clauses Consolidation Act, 1845," as is not inconsistent with or altered by "The Railways Act (*Ireland*), 1851," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Railways Act (*Ireland*), 1851," and "The Railways Act (*Ireland*), 1860," (save so far as any of the Sections and Provisions of those Acts respectively are expressly varied or excepted by this Act,) are incorporated with this Act.

Same Meanings to Words in incorporated Act as in this Act.

**3.** The several Words and Expressions to which by the Acts wholly or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Words "Railway" and "Undertaking" shall apply to and include the Tramway by this Act authorized.

Power to take and use Lands for Works authorized by Act.

**4.** For the Purposes of the Works by this Act authorized, and of carrying this Act into effect, but subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plan and specified in the deposited Book of Reference as they think expedient.

Powers for compulsory Purchases limited.

**5.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Twenty-third Day of *July* One thousand eight hundred and sixty-three.

Power to make Tramway according to deposited Plans.

**6.** Subject to the Provisions of this Act, the Company may make and maintain a Tramway, with all proper Works and Conveniences connected therewith, commencing by a Junction with the Main Line of "The *Waterford and Limerick* Railway," at a Point on the Plans of the said Tramway deposited with the Clerk of the Peace for the County of the City of *Limerick*. with reference to the said Tramway, about Three hundred and sixty-five Yards Eastward of the *Limerick* Station of the Company, and terminating at or near the Market Place in the City of *Limerick* in the Townland of *Irishtown* in the Parish of *Saint John's* in the said County of the City of *Limerick*, in the Line and according to the Level shown on the deposited Plan and Section, and in the Lands shown on the deposited Plan and described in the deposited Book of Reference respectively.

Period for Completion of Works.

**7.** The Tramway by this Act authorized shall be completed and opened for public Traffic on or before the Twenty-third Day of *July* One thousand eight hundred and sixty-four; and on that Day the Powers by this Act granted to the Company for making the Tramway by this Act authorized,

authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Level Crossings.

**8.** Subject to the Provisions of this Act, it shall be lawful for the Company in the Construction of the said Tramway to carry the same, with not more than Two Lines of Tramway, across and on the Level of the following Roads or Streets in the City of *Limerick*; (that is to say,)

| Name of Road or Street. | Number on Plan. | Townland. | Parish. |
|---|---|---|---|
| Roxborough Road - | 2 | Priorsland - - | Saint Michael's. |
| | 1 | Spital-land - - | Saint Lawrence's. |
| Mulgrave Street - - | 7 | Spital-land - - | Saint Lawrence's. |

And it shall not be lawful for the Company to allow any Carriages or Trucks to stand or be shunted across such level Crossings; and the Trams or Rails over the said Roads shall be sunk so as not to obstruct or endanger the Traffic on such Streets.

Locomotive Power not to be used on Tramway.

**9.** The Company shall not use upon the Tramway Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Steam Engine.

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

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

Power to abandon Line authorised by 23 & 24 Vict. c. clx.

**11.** The Company shall abandon the making of the Line of Tramway by "The *Waterford and Limerick* Railway Act, 1860," authorized.

Compensation to be made in respect of the Line abandoned.

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

the

the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

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

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

Saving Rights of Secretary of State for War.

**14.** And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers, vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the said Company.

Confirmation of Agreement between Company and Ennis Company of 23d April 1861.

**15.** The Agreement between the Company and the *Ennis* Company set forth in the Schedule to this Act annexed shall be and the same is hereby confirmed, and may and shall be carried into effect by the Companies Parties thereto.

Powers to lease Undertaking of Ennis Company.

**16.** The Company may and shall take on Lease the Undertaking of the *Ennis* Company for the Term, and in consideration of the Payments, Rents, or Reservations, and with the Powers and Privileges, and under and subject to the Covenants, Conditions, Provisions, Regulations, and Restrictions, in the said Agreement set forth and expressed, and the *Ennis* Company may and shall make such Lease accordingly.

Application of Rents on Leases.

**17.** The Directors of the Company shall stand possessed of the Rents or Reservations coming to their Hands from any Lease made in pursuance of this Act, upon trust to pay and apply the same in like Manner as the net Income arising from their Undertaking would be applicable if they were in possession thereof.

Receipt to be sufficient Discharge.

**18.** A Receipt in Writing under the Hands of any Three of the Directors for the Time being or under the Common Seal of the *Ennis* Company

Company for any Monies payable to that Company in respect of any such Lease shall be an effectual Discharge to the Lessees for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Sanction of Shareholders to lease.

**19.** The Lease to be made in pursuance of this Act shall not take effect without the Consent in Writing of *William Williamson Willink*, or other the Secretary for the Time being of the Public Works Loan Commissioners.

Lease not to affect Third Parties.

**20.** Such Lease shall not take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the *Ennis* Company, but for the making of such Lease, might be subject; but all Persons and Corporations, other than the Lessees of the Railway, shall have the same Rights, Privileges, Powers, and Remedies against the said Company, after the making of and notwithstanding such Lease, as they might have had if such Lease had not been made.

Lease to contain all proper Covenants to efficiently maintain the Railway.

**21.** Such Lease shall contain the usual Proviso for Re-entry to the *Ennis* Company on Nonpayment of Rent or Nonperformance of Covenants, and also all usual and proper Covenants on the Part of the Lessees for maintaining the Railway in good and efficient Repair and working Condition during the Continuance of such Lease, and for so leaving the same at the Expiration of the Term thereby granted, or other sooner Determination of such Lease.

Effect of Lease.

**22.** The Lease shall entitle the Company to the free Use and Enjoyment of the demised Premises; and during the Continuance of such Lease all the Powers, Privileges, Rights, and Authorities granted to, or which at the Time of the making of such Lease might be held, used, exercised, or enjoyed by, the *Ennis* Company, their Directors, Officers, Agents, and Servants, (except such of the same Powers, Privileges, Rights, and Authorities, if any, as by such Lease may be expressly reserved to that Company,) shall in like Manner and to the same Extent in all respects apply to, and be held, exercised, used, and enjoyed by, the Company, and their Directors, Officers, Agents, and Servants, under the same Restrictions and Regulations as those to which the *Ennis* Company, their Directors, Officers, Agents, and Servants respectively, would be liable in the Exercise of such Powers, Privileges, and Authorities if such Lease were not made.

Company may, in event of Lease, purchase Rolling Stock of Ennis Company.

**23.** The Company may, with the Consent in Writing of *William Williamson Willink*, or other the Secretary for the Time being of the Public Works Loan Commissioners, purchase the Engines, Carriages, Waggons, Trucks, and other Rolling Stock and Plant of the *Ennis* Company, and such last-named Company may sell the same to the Company for

for such Consideration, at such Price, and on such Terms and Conditions as may be agreed on between the Companies.

Power to raise Money by the Creation of Shares.

**24.** It shall be lawful for the Company, from Time to Time, with the Consent of Three Fifths of the Votes of their Shareholders, voting personally or by Proxy, at any General Meeting of the Company called for the Purpose, to raise for the Purposes of this Act any Sums of Money not exceeding in the whole the Sum of Twenty-three thousand Pounds, which Sum of Twenty-three thousand Pounds may be raised by the Creation and Issue of new Shares, either ordinary or preferential, but, if preferential, the Dividend thereon not to exceed the Rate of Five Pounds *per Centum per Annum*.

Power to borrow on Mortgage.

**25.** The Company may borrow for the Purposes of this Act, other than the Purchase of the Undertaking of the *Ennis* Company as aforesaid, on Mortgage, any Sums of Money not exceeding in the whole the Sum of Seven thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Sum of Twenty-three thousand Pounds which the Company are herein-before authorized to raise by the Creation of Shares shall have been subscribed for, and One Half thereof shall have been 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 the said Sum of Twenty-three thousand Pounds 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.

Payment of preferential Dividend by contributing Company.

**26.** The preferential Dividend (if any) to be paid by the Company on any Shares which they are by this Act authorized to create shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends, and in priority to the Dividend on the Ordinary Shares; but if and whenever the Profits of any Year ending with the Thirty-first Day of *December* applicable for the Payment of the Dividends on the Shares of the Company are insufficient for the Payment in full of the preferential Dividend for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Certificates of Shares to express Conditions of Issue.

**27.** The Certificates used for such Preferential Shares shall distinctly express upon the Face of them the Conditions upon which the same are issued.

Saving Rights of existing Preferential Shares.

**28.** Any Preference or Priority in the Payment of Interest or Dividend with respect to any new Shares or Stock created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock previously

previously granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before this Act, or in the present Session of Parliament, or otherwise from Time to Time lawfully subsisting.

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

**29.** It shall not be lawful for the said Companies, or either of them, out of any Money by this Act or any other Act relating to the said Companies, or either of them, authorized to be raised for the Purposes of such Act or Acts, 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 said Companies, or either of them, to construct any other Railway, or execute any other Work or Undertaking.

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

**30.** Nothing in this Act contained shall be construed to exempt the Railways of the Company or the *Ennis* 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 hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of Rates for small Parcels, authorized by the said Acts or any of them.

Expenses of Act.

**31.** All the Costs, Charges, and Expenses of and incident to the applying for and obtaining and passing of this Act shall be paid by the Company and the *Ennis* Company in such Proportions as they may agree.

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## SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the Twenty-third Day of April One thousand eight hundred and sixty-one between the Limerick and Ennis Railway Company (herein-after called the Ennis Company) of the one Part, and the Waterford and Limerick Railway Company (herein-after called the Waterford Company) of the other Part.

WHEREAS the Railway of the Ennis Company is connected with the Railway of the Waterford Company, and the Two Railways form One continuous Line of Communication between the Town of Ennis and the Cities of Limerick and Waterford, and it will be for the mutual Advantage of the Two Companies, and for the Convenience and Accommodation of the Public, that the Two Railways should be worked together and as One System; and accordingly it has been agreed between the Two Companies that if and when the Sanction of Parliament shall have been obtained, the Undertaking of the Ennis Company shall be leased to the Waterford Company, and that in the meantime the Waterford Company shall use, run over, and work the Railway and Undertaking of the Ennis Company on the Terms herein-after set forth. Now, therefore, these Presents witness, that in pursuance of such Agreement, and of the Powers and Provisions of the Railways Clauses Consolidation Act, the Ennis Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, do hereby covenant with the Waterford Company, and the Waterford Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, do hereby covenant with the Ennis Company, as follows; (that is to say,)

1. On and after the Twenty-second Day of April One thousand eight hundred and sixty-one until the Twenty-second Day of April One thousand eight hundred and eighty-one, unless in the meantime an Act shall have been passed enabling the Ennis Company to grant a Lease of their Undertaking to the Waterford Company, and such Lease should have been granted by the Ennis Company to the Waterford Company in pursuance thereof, the Waterford Company may and will, with their own Engines and Carriages, use the Railway of the Ennis Company, and the Stations, Sidings, Works, and Conveniences thereof and thereto belonging, or used and employed therewith, for the Purposes of all Traffic thereon, and the Ennis Company will afford to the Waterford Company all such Facilities as shall be proper and sufficient for the safe and convenient User and Working by the Waterford Company of the said Railway and every Part thereof, and the Reception, Accommodation, and Delivery of Traffic, but same to be at the Expense of the Waterford Company, save as herein-after provided, that is to say, that in case any new Buildings or Works should be found to be necessary for the Development of the Traffic, same shall be constructed at the joint Expense of both Companies.

2. The Waterford Company may and will run on the Railway of the Ennis Company such Passenger and Goods Trains as shall be sufficient reasonably and efficiently to accommodate the Traffic thereon, and provide all such Rolling Stock, Materials, and Staff, and all other Requisites, as shall from Time to Time be necessary and sufficient for such User, and for the Reception, Accommodation, Transmission, and Delivery of all such Traffic.

3. So far as from Time to Time lawfully may be, the Waterford Company shall, from and after the Commencement of such User and Working, and until the Determination thereof as above mentioned, have, exercise, and enjoy, for the Purpose of such Working by them of the said Railway as aforesaid, all the Rights, Powers, Authorities, and Privileges whatsoever, both present and future, of the Ennis Company, with respect to the Regulation, Management, and User of the said Railway; and the Ennis Company will, at all Times during the Continuance of such Working, in any Case or Cases where the Waterford Company cannot lawfully exercise any Right or Power reasonably required for such Working as aforesaid, themselves exercise and put in force, on the Request of the Waterford Company, all such Rights and Powers and do all such Acts as may be required for enabling the Waterford Company effectually to exercise and enjoy such Use as aforesaid in the Manner and to the Extent aforesaid.

4. As regards the Conveyance of Mails, Troops, or Police, or any other Traffic (if any) which the Ennis Company may be by Law compellable and may accordingly be called on to carry on the said Railway or any Part thereof, the Two Companies will from Time to Time make, concur in, and carry into effect all such Arrangements, consistent both with this Agreement and with their respective legal Powers and Obligations, as will best secure the Despatch of such Traffic Service.

5. The Directors of both Companies to pass free over the Line of the Ennis Company, and the Secretary of the Ennis Company shall have the same Power, with the Direction of the Joint Committee, of giving Passes to the Secretary, Accountant, Solicitor, Engineer, and Officers of the Company, and those in their Employment, as was exercised under the Direction of the Board.

6. The Waterford Company will, in the Exercise of their Rights and Privileges under this Agreement, in all respects duly perform and observe the several Provisions with respect to the Working of the said Railway and to the Traffic thereon contained in the Act or Acts of Parliament from Time to Time in force with respect to the said Railway, and will at all Times fully and freely indemnify and save harmless the Ennis Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever, whether occasioned or incurred by any Accident occurring on the said Line, or by the Violation of any Law or Statute, or in any other Manner.

7. On and after the Twenty-second Day of April One thousand eight hundred and sixty-one, and during the Continuance of the said Term, the Waterford Company shall, in consideration of the Privilege of User hereby granted, and as one of the Terms and Conditions thereof, keep in repair and maintain in good working Order and Condition the said Railway, and make and execute such Renewals of Way, Works, and Buildings as may become necessary from Time to Time for keeping same in repair and good working Order; and the Expense of such keeping and maintaining, and of executing such Renewals, shall be defrayed by and at the Expense of the Waterford Company,

Company, and shall, at the Termination of this Agreement, by Effluxion of Time or otherwise, deliver up said Railway and the Works and Buildings thereof in good Repair and Condition.

8. Such Rates and Charges as the Joint Committee hereafter mentioned shall from Time to Time during the Continuance of such working as aforesaid fix upon and determine for all Traffic passing over the Railway, or any Part thereof, shall be adopted by the Ennis Company, and all necessary Acts shall and may be done by or in the Name of that Company for giving Validity to or recovering or enforcing such Rates and Charges.

9. The Terms and Conditions as to Apportionment of Tolls, Rates, and Charges in respect of the User and Working as aforesaid shall be as follows: The gross Amount of all Rates and Charges from Time to Time received or receivable by the Waterford Company for Traffic on the said Railway, including therein the Proportion of the Ennis Campany in respect of Through Traffic, shall be paid daily into the Office of the Cashier or Book-keeper of the Ennis Company; and in consideration of the Sum or Sums to be thereout paid to the Waterford Company as herein-after mentioned, the Waterford Company shall and will bear and pay all Outgoings and Expenses relating to the User and Working by them of the Railway, and shall also pay all Outgoings of and incident to the keeping the Railway and the Works and Buildings thereof in thorough Repair, and maintaining it and them in good working Order and Condition, including all Renewals of Way and Works, and all Taxes (except Income Tax), Rates, Assessments, and Impositions, and other Charges and Outgoings in respect of the Railway, and One Half of the Salaries of the Secretary of the Ennis Company, Edward William Maunsell, the Engineer of the same, John Long, the Book-keeper and Cashier of same, Thomas Naan, and their respective Successors in Office (should the Parties first-named die, resign, or be dismissed from Incompetency or Inefficiency), who shall or may be appointed from Time to Time by the said Ennis Company, the other Half of such Salaries respectively to be paid by the said Ennis Company.

10. Out of the gross Receipts so paid over as aforesaid,—

1st, there shall be paid or accounted for by the Ennis Company to the Waterford Company such a Sum as shall be equal to Forty-five per Cent. of such gross Receipts, after deducting thereout any Monies to which other Companies are or may be entitled for Through Traffic:

2ndly, there shall be paid to the Waterford Company Two hundred and fifty Pounds per Annum as a Terminus Rent for the Use of the Limerick Station, and of the Portion of the Waterford Line between the Terminus at Limerick and the Junction of the Waterford and Limerick Railway with the Limerick and Ennis Railway:

3rdly, the Residue shall be retained by the Ennis Company for their own Use.

11. The Payment of the said Forty-five per Cent. so to be made to the Waterford Company shall be made at the End of every Fourteen Days, provided the said gross Receipts shall have been paid over by the Waterford Company to the Ennis Company up to such Period; and if any of such Payments shall at any Time be in arrear for more than One Calendar Month after the Ennis Company shall have received the same, the Waterford Company shall be at liberty from Time to Time to retain so much of the Sums of Money received by them iu respect of the Traffic upon the said Railway as shall be sufficient to pay and satisfy such Arrear.

12. The

12. The Payment of the said Terminal Rent shall be made by the Ennis Company to the Waterford Company by half-yearly equal Portions on the Twenty-second Day of April and Twenty-second Day of October in each Year.

13. If within One Month from the Delivery of such fortnightly Accounts no Objection shall be made thereto by or on the Part of the Ennis Company, the Account as delivered shall be binding and conclusive; but if within that Period any Objection shall be made to such Account, or any Item or Items thereof, and such Objection shall not, within One Month thereafter, be satisfactorily removed, the Account or the Item in dispute shall stand referred to some Accountant to be agreed on, or, failing such Agreement, to be named by the Secretary for the Time being of the Irish Railway Clearing House.

14. The Waterford Company will, as regards all Through Traffic conveyed by them on the said Railway, or any Part thereof, and also on the Waterford and Limerick Line of Railway, or either or any Part of those Railways, so apportion the Rates and Charges for the Traffic on said Railways, as between the said Companies, as shall be determined and decided by the Joint Committee herein-after named, who are to have the entire Determination of same, and the Power of altering or revising said Rates and Apportionments of same, from Time to Time as they shall think fit.

15. Neither the Waterford Company nor the Ennis Company will, by themselves or their Agents, at any Time hereafter, without the previous Consent of the other Company in Writing under their Common Seal, make or enter into any Contract or Arrangement with any other Company or Person which shall disable the respective Companies from carrying this Agreement into Effect.

16. Every Notice, Account, or other Writing to be given or transmitted for any of the Purposes of the Agreement, or by or on the Part of either the Waterford Company to the Ennis Company, or by the Ennis Company to the Waterford Company, shall be deemed to be duly given or transmitted if it be signed by the Secretary of the Company giving or sending such Account or Notice, and be left at the Office or be delivered personally to the Secretary of the other Company.

17. Forthwith after the Sealing and Execution of this Agreement, a Joint Committee of Management shall be appointed, consisting of Eight Persons, for working and managing the Traffic of the said Railway of the Ennis Company, for ordering and carrying into effect all Acts, Matters, and Things which may be required for that Purpose, and the Members thereof shall continue in Office until removed, or until Death, Rejection, or Disqualification.

18. The Chairman and Vice-chairman of the Two Companies for the Time being shall be ex-officio Members of such Committee, and the Chairman and Vice-chairman of the Ennis Company shall nominate Two Members of the Board of that Company, and the Chairman and Vice-chairman of the Waterford Company shall nominate Two Members of the Board of that Company, and the Persons so respectively nominated shall be the First other Members of the said Committee.

19. Richard Russell, Esquire, the present Chairman of the Ennis Company, shall be the Chairman of such Joint Committee; and his Successor in Office, should he die, retire, or be disqualified to be ex-officio Chairman of the Joint Committee, and in case of his Absence at any Meeting of such Committee then some

some other Member of such Committee (to be selected by Ballot or a Majority of Votes, if not otherwise agreed upon), shall be Chairman for the Time being of such Meeting; such Chairman or temporary Chairman shall be entitled to a Casting Vote in regard to any Matter brought before such Committee; but if the Board of the Waterford Company or of the Ennis Company be dissatisfied with the Acts of the Joint Committee, the Matters so objected to to be referred to Arbitration.

20. Whenever any Vacancy by the Death, Retirement, Disqualification, or otherwise of any Member shall occur, the Chairman of the Company on whose Behalf such Member shall have been appointed shall, as soon as conveniently may be, appoint another Member to supply his Place.

21. The Joint Committee shall hold regular Meetings for the Despatch of Business at some convenient Time and Place to be agreed upon by the Members thereof; and, unless otherwise agreed upon by the Directors of each of the said Companies, such Meetings shall be held at Intervals of not more than Twenty-eight Days between each of such Meetings, and at each Meeting Four members shall be a Quorum, but unless each Company be represented by at least One Director, there shall be no Meeting; and any Two Members of such Committee shall have Power to require a Special Meeting thereof to be convened, in the event of any important Matter or Business arising which, in their Opinion, shall render such Meeting necessary or desirable.

22. The Secretary for the Time being of the Ennis Company shall be the Secretary of the Joint Committee, by whom Notice of the Time and Place of each Ordinary and Special Meeting shall be given by Circular addressed and sent to each Member of such Committee, and such Secretary shall duly and properly record and enter in a Book or Books to be for such Purpose from Time to Time provided the Minutes of the Proceedings of each Meeting of such Committee, and, if required, Copies thereof shall from Time to Time be furnished to each or any Member of such Committee, and to the Board of Directors of each of the said Companies.

23. All Matters and Things relating to or affecting, directly or indirectly, the carrying on, Conduct, Management, or Accommodation of the Traffic, both local and through, thereof, of the Ennis Railway, and to the Fares, Rates, and Charges in respect thereof, shall from Time to Time be determined and arranged by the Joint Committee; and such Committee, or any Two of the Members thereof, shall have full Power from Time to Time to call for and require Copies of, and to examine and peruse, all Books, Documents, Accounts, Agreements, Letters, or Memoranda relating to or in any way affecting the Traffic upon or of the Ennis Railway, and that whether in the Possession of the Waterford Company or the Ennis Company.

24. The said Companies (in the Name of the Waterford and Limerick Railway Company) shall and will, in the next (or, if needful, in some subsequent) Session of Parliament, at the joint Costs and Charges of the said Companies, unite and concur in an Application to Parliament for, and use their best Endeavours to obtain, an Act, in which shall be contained Clauses for confirming or giving effect to this Agreement, or for enabling the Two Companies to carry out the Provisions thereof, and for authorizing the Ennis Company to grant, and the Waterford Company to accept, a Lease of the Undertaking of the Ennis Company to the Waterford Company.

25. In case the Waterford Company shall, during the said Term, sell or lease or in any way dispose of the Railway of the Waterford Company, it shall be lawful for the said Ennis Company, at their Option, to terminate this Agreement, on giving Six Calendar Months Notice in Writing to the Waterford Company.

26. In case any Dispute or Difference shall arise between the Two Companies in respect of any of the Matters contained in this Agreement, or as to the efficient working of the Ennis Line, or as to the proper Maintenance of the Railway and Works, the same shall be settled and determined by Arbitration under "The Railway Companies Arbitration Act, 1859," and all the Clauses of the said Act with respect to the Settlement of Disputes by Arbitration, so far as applicable, shall be taken as Part of this Agreement as if the same had been specially inserted therein.

27. In case the Waterford Company fail to provide for the efficient working of the Ennis Line to the Satisfaction of said Joint Committee, and shall suffer the said Line, or the Way or Works or Buildings thereof, to become out of repair, or shall neglect to make due and necessary Renewals of the said Works as same may be required from Time to Time, it shall be lawful for the Ennis Company to refer the aforesaid Matters to Arbitration under the Twenty-sixth Clause of this Agreement. In case the Waterford Company fail to comply with the Award of the Arbitrators within One Month, then the said Ennis Company shall be at liberty to terminate this Agreement and resume the said Line, and shall be compensated by the said Waterford Company for the Damage thereby sustained.

28. If at any Time hereafter it shall appear expedient or desirable that any Alteration should be made in the Constitution or Functions of the Joint Committee, such Alterations may be made with the mutual Consent of the Boards of the Directors of the Two Companies, but subject to Confirmation by a General Meeting of the Shareholders.

Present when the Seal of the Limerick and Ennis Railway Company was affixed hereto.
E. WILLIAM MAUNSELL,
Secretary Limerick and Ennis Railway Company.

L. & E. Seal.

Present when the Seal of the Waterford and Limerick Railway Company was affixed hereto.
THOS. AINSWORTH,
Secretary of the said Company.

W. & L. Seal.

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