



ANNO TRICESIMO & TRICESIMO PRIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. clxxxiii.*

An Act to extend the Time for the Completion of the Railway of the *Dundalk and Greenore* Railway Company; to enable that Company to construct new Railways at *Dundalk*, and to complete the Joint Works authorized by "The *Newry and Greenore* Railway Act, 1863;" and for other Purposes. [12th August 1867.]

**W**HEREAS by the *Dundalk and Greenore* Railway Act, 1863, (in this Act called "the *Dundalk* Act,") the *Dundalk and Greenore* Railway Company (in this Act called "the Company") were incorporated, and were authorized to make and maintain a Railway commencing at *Dundalk* by a Junction with the authorized *Dundalk Quay* Extension Railway of the *Irish North-western* Railway Company, and terminating in the Extra-parochial Place of *Carlingford Lough* by a Junction with the Railway authorized by "The *Newry and Greenore* Railway Act, 1863," and by the said Act the Company were authorized to raise by Shares the Sum of One hundred and ten thousand Pounds and by borrowing the Sum of Thirty-six thousand six hundred Pounds:

26 & 27 Vict.  
c. ccxxxiii.

[Local.]

32 Y

And



*The Dundalk and Greenore Railway Act, 1867.*25 & 26 Vict.  
c. cxxxix.26 & 27 Vict.  
c. ccxxxvi.

And whereas by the *Dundalk* Act it was provided that the Railway thereby authorized should be completed within Five Years from the passing of that Act, and that on the Expiration of such Period the Powers thereby granted to the Company for executing the said Railway should cease to be exercised, except as to so much thereof as should then be completed, and it is expedient that such Period for the Completion of the said Railway be extended: And whereas it is expedient that the Company be authorized to construct a Railway from the *Dundalk* Terminus of the *Irish North-western* Railway to *Russell's Quay* on the River of *Dundalk*, and another Railway from such intended Railway near the Steam Packet Stores on *George's Wharf* to the *Dundalk* Steam Packet Company's Quay at *Dundalk*: And whereas Plans and Sections showing the Lines and Levels of the Railways authorized by this Act and the Lands which may be taken for the Purposes thereof, and a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Louth*, and the said Plans, Sections, and Book of Reference are in this Act respectively referred to as the deposited Plans, Sections, and Book of Reference: And whereas by the *Irish North-western* Railway Act, 1862, (in this Act called the *Irish North-western* Act, 1862,) the *Irish North-western* Railway Company (in this Act called "the *Irish North-western* Company") were authorized to make and maintain a Railway or Tramway, in that Act called "Railway or Tramway (No. 2.)," for the Purpose of providing the same or the like Railway Communication as will be provided by the intended Railway first herein-before mentioned: And whereas by the *Irish North-western* Railway (Quay Extension) Act, 1863, (in this Act called "the *Irish North-western* Act, 1863,") the *Irish North-western* Company were authorized to make and maintain another Railway for the Purpose of providing the same or the like Railway Communication as will be provided by the intended Railway secondly herein-before mentioned: And whereas under the Provisions of the *Irish North-western* Act, 1862, and the *Irish North-western* Act, 1863, respectively; and the Acts incorporated therewith the *Irish North-western* Company have proceeded to purchase the Lands required for the Purposes of the Railways authorized by those Acts respectively, but have not completed the Purchases of any of such Lands, and it is expedient that all Lands or Rights and Interests in Lands acquired by the *Irish North-western* Company for the Purposes of such Railways should be transferred to and vested in the Company for the Purposes of the Railways which they are by this Act authorized to construct, and that the Company should pay to the *Irish North-western* Company all Monies (if any) expended by them in or about the Purchase of such Lands: And whereas by the



---

*The Dundalk and Greenore Railway Act, 1867.*

---

the *Newry and Greenore Railway Act, 1863*, (in this Act called "the *Newry Act, 1863*," ) the *Newry and Greenore Railway Company* (in this Act called "the *Newry Company*") were incorporated, and were authorized to make and maintain Railways from the *Newry and Armagh Railway* in the Town of *Newry* to *Carlingford Lough*, and also a Pier and other Works on the Shores of *Carlingford Lough* in connexion therewith, and by Section 40 of that Act it was provided that all the Railways, Pier, and Works thereby authorized to be constructed Eastward and Southward of the Junction between the Railway of the *Dundalk Company* and the Railway of the *Newry Company* (and which Railways, Pier, and Works are in the *Newry Act, 1863*, and in this Act referred to as the "Joint Works") should be executed by a Committee formed of Three of the Directors of each Company, which Committee is in the *Newry Act, 1863*, and this Act called "the *Greenore Works Committee*:" And whereas by the *Newry and Greenore Railway (Further Powers) Act, 1865*, (in this Act called "the *Newry Act, 1865*," ) the Provisions of the *Newry Act, 1863*, with respect to the *Greenore Works Committee* were altered: And whereas the *Newry Company* have made default in Payment of Monies payable by that Company to the Bankers or Treasurer of the *Greenore Works Committee* as required by the Provisions of the *Newry Act, 1863*, and it is expedient that the Joint Works should be executed by the Company, and that the Powers of the *Newry Company* and of the *Greenore Works Committee* with reference thereto should cease and determine, and that Provision should be made by this Act for Payment by the Company to the *Newry Company* of such Monies as have been contributed by the *Newry Company* for the Purposes of the Joint Works: And whereas it is expedient that the *Newry Company* be empowered to run over and use the Joint Works and to become Joint Owners thereof upon certain Terms in this Act mentioned: And whereas it is expedient that the Company be empowered to enter into such Traffic and Working Arrangements with the *Irish North-western Company* and the *London and North-western Railway Company* (in this Act called "the *London and North-western Company*"), or either of them, as are herein-after expressed: And whereas it is expedient that the Company be authorized to raise further Capital for the Purposes of their Undertaking: And whereas it is expedient that the *London and North-western Railway Company* be authorized to subscribe towards and become Shareholders in the Undertaking of the Company and to appoint Directors of the Company: And whereas the Objects aforesaid 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



*The Dundalk and Greenore Railway Act, 1867.*

and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same (as follows):

Short Title.

1. This Act may be cited for all Purposes as "The *Dundalk and Greenore Railway Act, 1867.*"

8 & 9 Vict.  
cc. 16, 18,  
& 20.,  
14 & 15 Vict.  
c. 70., &c.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
cc. 92. & 118.  
incorporated.

2. The Lands Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation Act, 1845, the Railways Act (*Ireland*), 1851, the Railways Act (*Ireland*), 1860, the Railways Act (*Ireland*), 1864, Part I. (relating to Construction of a Railway), Part II. (relating to Extension of Time), and Part III. (relating to Working Agreements) of the Railways Clauses Act, 1863, the Clauses and Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following Matters, (that is to say,) the Distribution of the Capital of the Company into Shares, the Transfer or Transmission of Shares, the Payment of Subscriptions and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Nonpayment of Calls, the Remedies of Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of the borrowed Money into Capital, the Consolidation of the Shares into Stock, the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders, the making of Dividends, the giving of Notices, and the Provision to be made for affording Access to the Special Act by all Parties interested, and Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

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

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings unless there be something in the Subject or Context repugnant to such Construction.

As to Deposit of Plans with Clerks of Unions.

4. Whereas by the Railways Clauses Consolidation Act, 1845, it is provided that Certificates of any Omissions, Misstatements, or erroneous Descriptions in certain Plans and Books of Reference therein referred to shall be deposited with the Postmasters of the Post Towns in or nearest to the several Parishes in *Ireland* in which the Lands affected thereby shall 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 shall 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 Par-

liament,



*The Dundalk and Greenore Railway Act, 1867.*

liament, 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 instead of the Expression "Postmasters of the Post Towns in or nearest to such Parishes in *Ireland*" the Expression "Clerks of the Unions within which such Parishes are included in *Ireland*," and as if instead of the Word "Postmasters" the Words "Clerks of the Union" had been used and inserted in that Act throughout those Provisions.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

Power to make Railways according to deposited Plans.

A Railway (No. 1.) Three Furlongs and Sixty Yards or thereabouts in Length, commencing by a Junction with the *Irish North-western* Railway at or near the Goods Store at the *Dundalk* Terminus thereof, and terminating at or near the Western End of the Quay on the River of *Dundalk*, usually called *Russell's Quay*:

A Railway (No. 2.) Two Furlongs and Forty Yards or thereabouts in Length, commencing by a Junction at or near the Steam Packet Stores on *George's Quay* with the authorized *Dundalk Quay* Extension Railway of the *Irish North-western* Company, being the Railway or Tramway (No. 2.) authorized by the *Irish North-western* Act, 1862, and also by a Junction at the same Point with the Railway (No. 1.) by this Act authorized, and terminating at or near the West End of the *Dundalk* Steam Packet Company's Quay in *Dundalk*.

6. In addition to such Sums of Money as the Company now are authorized to raise, they may for the Purposes of their Undertaking raise by the Creation and Issue of new ordinary Shares or fully paid up Stock any further Sums not exceeding in the whole Fifty thousand Pounds.

Power to Company to raise further Capital.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth Part paid up.



*The Dundalk and Greenore Railway Act, 1867.*

Calls.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Qualifications, &amp;c. of new Shares and Stock.

9. Except as by or under the Powers of this Act otherwise provided, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time being paid up thereon, confer upon the respective Holders thereof the same Qualifications, Rights of voting, and other Privileges as any ordinary Shares or Stock of the Company.

Power to Company to cancel unissued new Shares, and issue others instead.

10. If after having created any new Shares or Stock under the Powers of this Act the Company resolve not to issue the same or any Portion thereof, they may cancel the new Shares or Stock to which such Resolution applies, and may from Time to Time thereafter create and issue in lieu thereof other new Shares or Stock not exceeding the aggregate Amount of the Shares or Stock so cancelled.

Power to London and North-western Company to subscribe;

and to apply Funds for that Purpose.

11. The *London and North-western* Company may, with the Authority of Three Fourths of the Votes of their Shareholders present, in person or by proxy, at a General Meeting of the said Company specially convened for the Purpose, from Time to Time subscribe any Sum which they think fit towards the Undertaking of the Company not exceeding in the whole One hundred and thirty thousand Pounds; and the *London and North-western* Company may with the like Authority contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise, and that Company shall, in respect of the Sums to be subscribed and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings, which shall be as herein-after provided), and be subject to all the Obligations and Liabilities of Proprietors of Shares in the Company: Provided always, that the *London and North-western* Company shall not sell, dispose of, or transfer any of the Shares in the Company for which they may subscribe.

Power to borrow.

12. The Company may from Time to Time borrow on Mortgage (in addition to the Monies which they are by the *Dundalk* Act authorized to borrow) any Sums not exceeding in the whole Sixteen thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of Fifty thousand Pounds is subscribed for, issued,



*The Dundalk and Greenore Railway Act, 1867.*

issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company and of such other Evidence as he shall think sufficient he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

13. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal or Principal and Interest due on their Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal or Principal and Interest the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Five thousand Pounds in the whole; and Section 10 of the *Dundalk* Act relating to the Appointment of a Receiver is hereby repealed, subject and without Prejudice to any Appointment which may have been heretofore made under that Section, and to all Actions, Suits, and other Proceedings consequent thereon or relating thereto.

For Appointment of a Receiver.

14. All Monies to be borrowed on Mortgage under this Act or the *Dundalk* Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and all the Property from Time to Time of the Company over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rent-charge to be granted by them in pursuance of the Provisions of the Lands Clauses Consolidation Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, nor shall anything hereinbefore contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purposes of the Railway, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Monies borrowed on Mortgage to have Priority.

15. The Company may create and issue Debenture Stock at any Rate of Interest not exceeding Five per Centum per Annum.

Debenture Stock.

16. All



*The Dundalk and Greenore Railway Act, 1867.*Application  
of Monies.

**16.** All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act only.

Lands for  
extraor-  
dinary Pur-  
poses.

**17.** The Quantity of Land to be taken by the Company, by Agreement, for the extraordinary Purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed Two Acres.

Powers for  
compulsory  
Purchases  
limited.

**18.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of One Year from the passing of this Act.

Period for  
Completion  
of Works.

**19.** The Railways by this Act authorized shall be completed within Two Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to  
cross certain  
Road on the  
Level.

**20.** Subject to the Provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the Construction of a Railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of Roads on the Level, the Company may, in the Construction of the Railway (No. 1.) by this Act authorized, carry the same with a Single Line of Railway only whilst the Railway shall consist of a Single Line, and afterwards with a Double Line of Railway only, across and on the Level of the Road or Street called *Quay Street* in *Dundalk*, but if they do so, they shall make and maintain a Bridge there over the Railway proper and sufficient for Foot Passengers.

Providing  
for Diversion  
of Quay  
Street.

**21.** Before the Company open for public Traffic the Railway No. 1. by this Act authorized, they shall construct and open for public Traffic upon the Lands to be purchased by them under the Authority of this Act a Diversion of *Quay Street* into *Barrack Street*, similar to the Diversion of *Quay Street* shown on the deposited Plans referred to in "The *Irish North-western Railway Act, 1862*," and such Diversion of Street shall be not less than Forty Feet in Width, including Footpaths on each Side, and shall not have an Inclination greater than One in Thirty, and such Diversion shall be constructed to the reasonable Satisfaction of the Town Surveyor of *Dundalk* for the Time being, and any Difference between him and the Company's Engineer respecting such Diversion shall be referred to the Decision of an Arbitrator to be appointed by the Board of Public Works in *Ireland*.

22. In



*The Dundalk and Greenore Railway Act, 1867.*

22. In Construction of the Railways by this Act authorized the following Provisions shall have Effect:

Provisions  
as to Con-  
struction of  
Railways.

The Company shall not, without the previous Consent in Writing of the *Dundalk* Steam Packet Company under the Hand of their Secretary for the Time being, open for public Traffic Railway No. 1. until they shall have completed for public Traffic Railway No. 2.:

The Company shall construct Railway No. 2. so as not to unnecessarily interrupt or inconvenience the general Traffic on the Quays at *Dundalk*, or the Roads leading therefrom and thereto, and so as not to interfere with the due Accommodation to each of the said Quays:

Until the said Railways shall have been opened for public Traffic it shall not be lawful for the Company to carry on any Steam Packet Traffic from the Port of *Dundalk* to or with any other Port of the United Kingdom, or to or from any Terminus of the Company at *Dundalk*.

23. The Company in constructing Railway No. 2. shall not take any part of the Property numbered 28 on the said Plans, except with the Consent of the *Dundalk* Steam Packet Company (Limited).

Not to take  
Property of  
*Dundalk*  
Steam-  
packet Com-  
pany with-  
out Consent.

24. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of One thousand six hundred Pounds, being Eight *per Centum* upon Twenty thousand Pounds, the Amount of the Estimate in respect of the Railways authorized by this Act, has been deposited in the Names of the Right Honourable *John* Earl of *Erne* and *Richard Moon* (being Subscribers to the Undertaking) with the Court of Chancery in *Ireland* in respect of the Application to Parliament for this Act, which said Sum has been contributed and paid by the several Persons named in the Schedule to this Act in the Proportions mentioned in such Schedule: Be it enacted that, notwithstanding anything contained in the said recited Act, the said Sum of One thousand six hundred Pounds so deposited as aforesaid in respect to 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 said Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or

Security for  
Completion  
of Railways.



---

*The Dundalk and Greenore Railway Act, 1867.*

---

prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said 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 said Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, 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 One thousand six hundred Pounds shall have been executed by the said 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 or Assistant Solicitor for the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of One thousand six hundred Pounds if the said Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said 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 said Solicitor or Assistant Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or 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 Money 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 or Assistant Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords  
of



*The Dundalk and Greenore Railway Act, 1867.*

of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

25. The Company may demand and take upon and in respect of Tolls the Railways by this Act authorized the Tolls, Rates, and Charges by the *Dundalk* Act authorized to be demanded and taken, and such Railways shall for all Purposes form Part of the Railway authorized by the *Dundalk* Act as if authorized by that Act.

26. The Time limited by the *Dundalk* Act for the Completion of the Railway by that Act authorized is hereby extended until the Expiration of Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the *Dundalk* Act or the Acts incorporated therewith respectively granted to the Company for the Construction of the said Railway shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of Time for completing Railway of the Company.

27. The Extension of Time hereby granted for the Completion of the Railway authorized by the *Dundalk* Act shall not release the Company from the Provisions of the Thirty-sixth Section of that Act for securing the Completion of the same Railway.

Extension of Time not to release Company from Penalty under previous Act.

28. All Lands and Rights and Interests in Lands purchased or acquired by the *Irish North-western* Company under the Provisions of the *Irish North-western* Act, 1862, for the Purposes of the Railway or Tramway (No. 2.) thereby authorized, or under the Provisions of the *Irish North-western* Act, 1863, for the Purposes of the Railway thereby authorized, shall on the passing of this Act be vested in and become the Property of the Company for all the Estate and Interest of the *Irish North-western* Company therein, and in all Cases in which the *Irish North-western* Company under the Powers of either of such Acts have for the Purposes of the said Railway or Tramway and Railway respectively authorized by such Acts entered into any Contract for the Purchase of any Land which at the passing of this Act shall not have been effectually conveyed to the *Irish North-western* Company, or the Purchase Money for which shall not have been duly paid by that Company, such Contract if in force at the Time of the passing of this Act shall thereafter be completed by and such Land shall be conveyed to the Company or as the Company shall direct.

Lands and Contracts for Lands of *Irish North-western* Company for Purposes of certain Railways vested in Company.

29. The Company shall within Six Months from the passing of this Act refund and pay to the *Irish North-western* Company all Monies paid by that Company for the Purchase of Lands or Compensation with respect to Lands for the Purposes of the said Railway or Tramway (No. 2.) authorized by the *Irish North-western* Act, 1862, or of

Company to pay to *Irish North-western* Company all Monies paid

the



*The Dundalk and Greenore Railway Act, 1867.*

by them for  
Purchase of  
Land for  
such Rail-  
ways.

the Railway authorized by the *Irish North-western Act, 1863*, together with Interest at the Rate of Five *per Centum per Annum* from the Times of the Payment of such Monies respectively by the *Irish North-western Company* to the Time when the same shall be paid to that Company by the Company.

Power for  
Company to  
execute  
Joint Works.

**30.** The Company may make and maintain as Part of their Undertaking the Joint Works, and on and immediately after the passing of this Act all Powers, Rights, and Privileges relating or incident to the Joint Works, whether as regards the Construction of the Works, the levying of Tolls, or otherwise, which are now vested in or capable of being exercised by the *Newry Company* and the *Greenore Works Committee*, or either of them, under or by virtue of the *Newry Act, 1863*, the *Newry Act, 1865*, and the *Newry and Greenore Railway Acts Amendment Act, 1867* (herein-after called "*The Newry Act, 1867*"), or any of those Acts or otherwise, may be exercised and enjoyed by the Company in the same Manner and to the same Extent as they could or might (if this Act had not been passed) have been exercised and enjoyed by the *Newry Company* and the *Greenore Works Committee* respectively, and the Joint Works and all Lands and Rights and Interests in Lands which have been taken or acquired for the Purposes thereof by the *Newry Company* or the *Greenore Works Committee* shall from and after the passing of this Act be held and enjoyed by the Company for all the Estates and Interests therein of the said Company and Committee respectively.

Newry Acts  
applied to  
Company.

**31.** All Clauses, Provisions, and Enactments contained in the *Newry Act, 1863*, the *Newry Act, 1865*, and the *Newry Act, 1867*, respectively, relating to or affecting the Joint Works which were in force immediately before the passing of this Act, and which are not hereby expressly varied or repealed, shall remain applicable to the Joint Works, and all Matters to be done, continued, or completed, or which but for the passing of this Act would, might, or ought to be done, continued, or completed, by the *Newry Company* or by the *Greenore Works Committee* or their respective Officers or Servants, under or by virtue of the said Acts, shall be Matters to be done, continued, or completed by the Company, its Directors, Officers, or Servants.

Unexecuted  
Works to be  
executed by  
Company.

**32.** All Works which under the Provisions of the *Newry Act, 1863*, the *Newry Act, 1865*, and the *Newry Act, 1867*, respectively, the *Newry Company* and the *Greenore Works Committee* respectively are authorized or required to execute and complete for the Purposes of the Joint Works, and which have not been executed and completed at the passing of this Act, may or shall (as the Case may require) be executed or completed by the Company; and the Com-  
pany



*The Dundalk and Greenore Railway Act, 1867.*

pany shall for that Purpose, but subject to the Provisions of this Act, have and be subject to all the Powers, Rights, and Conditions, whether with regard to the Purchase or taking of Land, or the Execution of Works or otherwise, which but for this Act might have been exercised or performed by, or would have been binding upon, the *Newry* Company and the *Greenore* Works Committee respectively.

**33.** In all Cases in which the *Newry* Company and the Company, through or by Means of the *Greenore* Works Committee, or the *Greenore* Works Committee under the Powers or Provisions of the *Newry* Act, 1863, or the *Newry* Act, 1865, have for the Purposes of the Joint Works entered into any Contract for the Purchase of any Land which at the passing of this Act shall not have been effectually conveyed to the said Two Companies or Committee (as the Case may be), or the Purchase Money in respect of which shall not have been duly paid, then and in every such Case such Contract, if in force at the Time of the passing of this Act, shall thereafter be completed by and such Land shall be conveyed to the Company or as the Company shall direct, and all the Clauses, Provisions, Powers, and Authorities contained in the *Newry* Act, 1863, and the Acts incorporated therewith, in relation to the Completion of such Contract, and the Purchase and Conveyance of Lands, and the Payment and Application of the Purchase Money in respect thereof, shall be construed and taken as if the *Dundalk and Greenore* Railway Company were named in such Act and Contract instead of the *Newry and Greenore* Railway Company, or the Two Companies, or the *Greenore* Works Committee, as the Case may require.

So of Contracts for Lands, &c.

**34.** Upon and immediately after the passing of this Act the *Newry* Company and the *Greenore* Works Committee respectively shall cease and be unable to exercise or enjoy any of the Powers, Rights, and Privileges vested in or conferred upon them respectively by the *Newry* Act, 1863, the *Newry* Act, 1865, or the *Newry* Act, 1867, with reference to the Joint Works, and the *Greenore* Works Committee shall be dissolved.

Powers relating to Joint Works of *Newry* Company and Committee to cease.

**35.** Within One Month from the passing of this Act the Bankers or Treasurer of the *Greenore* Works Committee shall pay to the Company all Monies at the passing of this Act in their Hands respectively for the Purposes of the Joint Works, and the Company shall refund and pay to the *Newry* Company all Monies contributed and paid by that Company to the *Greenore* Works Committee for the Purposes of the Joint Works.

Company to repay to *Newry* Company Monies contributed by them for Joint Works.



*The Dundalk and Greenore Railway Act, 1867.*

Power for  
Newry Com-  
pany to run  
over and  
use the Joint  
Works.

**36.** The *Newry* Company may from Time to Time, and at all Times hereafter, run over and use with their Engines and Carriages, Officers and Servants, and for the Purposes of Traffic of every Description, all or any Part of the Joint Works, together with all Stations, Roads, Platforms, Water, Water Engines, Sidings, Machinery, Works, and Conveniences connected therewith, and the Company shall make all necessary Arrangements and afford all reasonable Facilities for the Reception, Passage, Transmission, and Delivery of such Traffic of the *Newry* Company upon and over the Joint Works.

Terms of  
such User.

**37.** The Terms, Conditions, and Regulations (pecuniary and otherwise) on which the *Newry* Company shall be entitled to run over and use the Joint Works and the Stations and Conveniences connected therewith, and on which the said Facilities shall be so afforded, shall from Time to Time be settled by Agreement between the Company and the *Newry* Company, and (failing Agreement) shall from Time to Time be settled by Arbitration in accordance with the Railway Companies Arbitration Act, 1859.

*Newry*  
Company  
may become  
Joint Owners  
of Portion  
of Under-  
taking.

**38.** Provided always, That if at any Time within Seven Years of the passing of this Act the *Newry* Company shall pay to the Company One Moiety of the Expenses of obtaining the Land and Property for the Purposes of the Joint Works and of constructing and completing the Joint Works, and all other Expenses in connexion therewith (such Moiety in no Case to exceed Thirty thousand Pounds), together with Interest at the Rate of Five Pounds *per Centum per Annum* upon the Moiety of the Monies from Time to Time expended upon the Joint Works by the Company from the Date of such Expenditure up to the Time of Payment (the Amount of actual Expenditure and Interest, in case of Difference, to be certified by an Arbitrator to be appointed by the Board of Trade on the Application of either Company), then the Joint Works, together with the Land acquired for the Purposes of the same, shall become the joint Property of the said Companies in equal Shares; and thereupon the *Newry* Company, in addition to the Rights conferred upon them by the Two last preceding Sections of this Act, shall be entitled to One Moiety of the net Profits arising from the Joint Works, and the Company shall render to the *Newry* Company all proper Accounts of Receipt and Expenditure upon said Works, and in case of Dispute as to such Accounts the same shall be settled by an Arbitrator appointed by the Board of Trade on the Application of either Company: Provided always, that the *Newry* Company shall not be charged with Payment of the aforesaid Interest during such Time as they may be exercising the Running Powers by this Act conferred upon them over the Joint Works.

**39.** During



*The Dundalk and Greenore Railway Act, 1867.*

39. During the Use of the Joint Works by the *Newry* Company under the Provisions of this Act the Railways of the Company and of the *Newry* Company shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the Company and partly on the Railway of the *Newry* Company for a less Distance than Three Miles Tolls and Charges may only be charged as for Three Miles, and in respect of Passengers for every Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only, and in respect of Animals and Goods for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only, and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railway of the Company and partly on the Railway of the *Newry* Company.

Tolls on Traffic conveyed partly on the Railway of Company and partly on the Railway of the *Newry* Company.

40. The Company on the one hand, and the *Irish North-western* Company and the *London and North-western* Company or either of those Companies 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)

Power to enter into Traffic Arrangements with *Irish North-western* and *London and North-western* Companies.

The Management, Use, working, and Maintenance of the Railways respectively authorized by the *Dundalk* Act and this Act, or of any Part or Parts thereof:

The Supply of any Rolling or Working Stock, and of Officers and Servants:

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic:

The Appointment of a Joint Committee of the said Companies, or any Two of them, for all or any of the Purposes aforesaid.

41. Every Contract or Arrangement made or entered into between the Company on the one hand, and the *Irish North-western* Company and the *London and North-western* Company or either of those Companies on the other hand, under the Authority of this Act, shall be carried into effect by a written Agreement; and Notice that the same has been entered into shall be advertised once in the *London*, the *Dublin*, and the *Edinburgh* Gazettes, and also once at least in each of Three successive Weeks in some Newspaper published in the County in which the principal Office of each of the contracting Parties is situate; and the Notice shall state that Copies of the proposed Agreement have been deposited at the Board of Trade, and also at the principal Office of each of the contracting Parties, and may

As to Publication of Agreements.



*The Dundalk and Greenore Railway Act, 1867.*

may be obtained by all Persons asking for the same at a Price not exceeding One Shilling for each Copy.

Contracts  
not to affect  
Rights of  
Ulster Rail-  
way Com-  
pany.

42. No Contract or Arrangement made or hereafter to be made under the Authority of "The *London and North-western Railway (Traffic Arrangements) Act, 1864*," or of this Act shall, without the Consent of the *Ulster Railway Company* under their Common Seal (and then only for such Period as is expressed in said Consent), affect any Rights which the *Ulster Railway Company* may have in the *Clones and Cavan Extension* and *Belturbet Branch Lines* or in the Receipts from Traffic arising therefrom.

Ulster Com-  
pany to have  
Facilities  
viâ Belfast  
and English  
Ports.

43. If under the Provisions of "The *London and North-western Railway (Traffic Arrangements) Act, 1864*," or of this Act, any Arrangement or Agreement providing for the Conveyance of Traffic between *England* and *Ireland* by way of *Greenore* shall have been or shall at any Time hereafter be made between the *London and North-western Company*, the *Irish North-western Company*, and the *Company*, or any Two of them, and whether or not any other Company shall be a Party to such Arrangement or Agreement, then the *London and North-western Company*, the *Irish North-western Company*, and the *Company* or such of them as shall be Parties to such Agreement, shall respectively afford to Traffic conveyed or intended to be conveyed by the *Ulster Railway Company* to and from any Towns or Stations in *Ireland* from and to any Town or Station in *England*, through the Port of *Belfast*, and by the Ports of *Fleetwood*, *Liverpool*, and *Holyhead*, every Facility necessary for the due and speedy Transmission and Delivery of such Traffic on such Terms and at such Rates of Charge (not being greater than the Rate which may be charged under such Agreement between the same Places for the Time being) and the Division thereof as may be agreed upon, or as may be settled by an Arbitrator chosen by the common Consent of the said Companies and the *Ulster Railway Company*, or if they cannot agree on an Arbitrator then by some Person to be appointed by the Board of Trade at the Request of the *Ulster Railway Company*, and every such Arbitrator shall have all the Powers of Arbitration under "The *Railway Companies Arbitration Act, 1859*:" Provided always, that the Amount to be paid out of such Through Rate in respect of the Sea Portion of the Route between *Belfast* and *Liverpool* shall not be more than the Amount paid from Time to Time in respect of the Sea Portion of the Route between *Belfast* and *Fleetwood* for the same Description of Traffic; provided also, that this Clause shall not apply to any Stations on that Portion of the *Irish North-western Company's Line* between *Omagh* and *Dundalk* except their Stations at *Omagh* and *Clones*.

44. Whereas



*The Dundalk and Greenore Railway Act, 1867.*

44. Whereas the *Midland Great Western Railway of Ireland* Company is possessed of and works a System of Railways which joins the *Irish North-western* System of Railways at *Cavan*, and there are several Districts and Places the Traffic of which is common to both the said Companies, and it is desirable and just that equal Facilities shall be afforded by the *London and North-western* Railway Company to each of the said Two Companies for the Carriage of their respective Passengers and Traffic between such Towns and Districts on the System of the said Two Companies and all or any Stations on the *London and North-western* Company's System: Be it therefore enacted, That for all Traffic between Railway Stations and Places on and contiguous to the *Midland Great Western Railway of Ireland* Company's System of Railway common to the *Midland Great Western Railway of Ireland* Company and to the *Irish North-western* Company (and Lines worked over by the last-mentioned Company), and Stations and Places on the *London and North-western* System, equal Rates and Fares shall be charged *viâ Dublin* or *Greenore* respectively, and the *London and North-western* Railway Company and the *Midland Great Western Railway of Ireland* Company shall afford to each other, from and to all Stations on their respective Systems, through Booking, through Rates, and Fares, and all other Facilities which friendly Companies usually afford to each other, the Rates and Fares to be agreed upon or settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Midland  
Great  
Western  
Railway  
of Ireland  
Company to  
have equal  
Facilities.

45. When the Companies or any of them named in this Act and thereby authorized to enter into Traffic Arrangements (which Companies are in this Act called "the contracting Companies") have entered into any Agreement in pursuance thereof, such Companies or any One or more of them shall (if required) enter into a similar Agreement with any Company or Person not Parties to any such Agreement, and being Owners of a Railway or Canal or Navigation, and being Carriers of Traffic passing between *England* and *Ireland*, and such similar Agreements shall, among other things, provide that the said contracting Companies shall not demand or receive upon Traffic passing from or to any *English* Port or Place to or from which such Owners of a Railway or Canal or Navigation carry Traffic any greater Rate or Charge, whether by Sea or Land, than is demanded and received by such contracting Parties severally upon Traffic conveyed by them under the Agreements entered into by them under the Powers of this Act.

Contracting  
Companies  
must make  
similar  
Agreements  
with other  
Companies if  
required.

46. If Complaint shall be made to the Court of Common Pleas that the contracting Companies are acting in contravention of this Act, or have not deposited any such Agreement or Copy of an

Means of  
enforcing  
Enactments.

[Local.]

33 C

Agreement,



*The Dundalk and Greenore Railway Act, 1867.*

Agreement, or withhold Copies thereof, or refuse to enter into similar Agreements with other Companies or Persons, it shall be lawful for the said Court to take all such Proceedings, and to make such Inquiry into the Reasonableness of such Complaint, and to enforce all such Orders against the Company or Person, as if this Enactment had been contained in the Railway and Canal Traffic Act, 1854.

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the Irish North-western Railway Company.

47. During the Continuance of any Agreement to be entered into under the Provisions of this Act for the Use of such Railways by the *Irish North-western Company*, the Railways of the Company and of the *Irish North-western Company* shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways of the Company and partly on the Railways of the *Irish North-western Company* for a less Distance than Four Miles Tolls and Charges may only be charged as for Four Miles, and in respect of Passengers for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only, and in respect of Animals and Goods for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only, and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railways of the Company and partly on the Railways of the *Irish North-western Company*.

Powers to London and North-western Company to raise Money by the Creation of Shares or Stock.

48. The *London and North-western Company* may from Time to Time raise for the Purposes of their Subscription to the Undertaking of the Company any Sums of Money not exceeding in the whole the Amount which the *London and North-western Company* may as aforesaid agree to subscribe by the Creation and Issue of new Ordinary Shares or Stock and new Preference Shares or Stock in their Capital (such Stock, whether Ordinary or Preference, to be fully paid up on Issue), or, at the Option of the *London and North-western Company*, by any of those Modes; and the Clauses and Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following Matters, (that is to say,)—

- The Distribution of the Capital of the Company into Shares;
- The Transfer or Transmission of Shares;
- The Payment of Subscriptions and the Means of enforcing the Payment of Calls;
- The Forfeiture of Shares for Nonpayment of Calls;
- The Remedies of Creditors of the Company against the Shareholders;
- The Consolidation of the Shares into Stock;
- The General Meetings of the Company and the Exercise of the Right of voting by the Shareholders;

The



*The Dundalk and Greenore Railway Act, 1867.*

The making of Dividends; and

The giving of Notices;

and Part II. (relating to additional Capital) of the Companies Clauses Act, 1863, shall extend and apply to the *London and North-western* Company, and to the additional Capital which they are by this Act authorized to raise.

49. The *London and North-western* Company shall not issue any Share under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

London and North-western Shares not to issue until One Fifth paid up.

50. All Monies which the *London and North-western* Company may raise under the Powers of this Act shall be applied for the Purposes of the before-mentioned Contribution only.

Application of Monies raised by the said Company.

51. The *London and North-western* Company on becoming Shareholders in the Undertaking of the Company may, by a Minute of their Directors, appoint Three Persons as Directors of the Company when and so soon as Vacancies occur among the present Directors, and so as not to increase the Number thereof, and may from Time to Time in like Manner remove any Director appointed by them, and may appoint another Person in the Stead of any Director so appointed by them who shall be so removed, or who shall die, resign, retire, or become incapable or disqualified to act; provided that it shall not be necessary for any Person so appointed a Director to be a Shareholder in the Company, and the Clauses and Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the Election, Qualification, Retirement from Office, and Rotation of Directors, shall not apply to the Directors from Time to Time appointed on behalf of the *London and North-western* Company.

Directors may be appointed by subscribing Company.

52. A Certificate in Writing of the Appointment, Removal, Resignation, Incapacity, or Disqualification of any Director so appointed on behalf of the *London and North-western* Company under the Common Seal or under the Hand of the Chairman for the Time being of the Directors of that Company shall, as soon as conveniently may be after the event therein certified shall have occurred, be deposited at the principal Office of the Company, and shall (as between the Company and the *London and North-western* Company) be conclusive Evidence of the Fact therein certified: Provided always, that if the Directors of the *London and North-western* Company shall at any Time or Times hereafter fail or omit to appoint a Director or Directors under the Powers in that Behalf herein contained, the

Evidence of such Appointments.



*The Dundalk and Greenore Railway Act, 1867.*

the remaining or ordinary Directors shall be competent to act as if no such Failure or Omission had occurred.

Saving  
Rights of  
Ulster Rail-  
way Com-  
pany.

53. Nothing in this Act contained, nor any Agreement made under the Authority of this Act, shall (except with their Consent) prejudice or affect the Rights of the *Ulster Railway Company* under the Twentieth and Twenty-second Sections of "The *Ulster Railway Act, 1859*," nor any of the Rights of the *Ulster Railway Company* under "The *Dundalk and Enniskillen Railway Act, 1859*," as the Holders of the Shares in such Act, called *Clones and Cavan Extension Special Shares*," nor any of the Rights of the *Ulster Railway Company* under the Sixty-fifth, Sixty-sixth, Sixty-seventh, and Ninety-sixth Sections of the said last-mentioned Act of 1859, or under any of the Provisions of "The *Portadown, Dungannon, and Omagh Junction Railway Act, 1860*," or shall in any way derogate from, alter, prejudice, or affect any of the Provisions, Stipulations, or Conditions set forth and provided in a certain Award dated the Twelfth Day of *October* One thousand eight hundred and sixty-one, and made by *Mark Huish*, an Arbitrator appointed by the Board of Trade between the *Ulster Railway Company* and the *Dundalk and Enniskillen Railway Company* under the Provisions of divers Acts of Parliament recited in such Award.

Saving  
Rights of  
the Crown  
in the Fore-  
shore.

54. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Any Land  
reclaimed  
by the  
Works not  
to be taken  
without the  
Consent of  
the Board  
of Trade.

55. If in the course or by means of the Execution of any of the Works by this Act authorized any Part of the Shores or Bed of the said Harbour of *Dundalk* or of the Sea beyond the Mouth thereof belonging to Her Majesty shall be inned, gained, or reclaimed from the Water, the Company shall not have or exercise any Right upon the same or in respect thereof, and shall not enter upon, take, use, or interfere with the Land so inned, gained, or reclaimed for any Purpose whatsoever without the Consent in Writing of the Board of Trade on behalf of Her Majesty, but such Inning, Gaining, or Reclamation shall enure absolutely for the Benefit of the Queen's Majesty, Her Heirs and Successors.

56. The



*The Dundalk and Greenore Railway Act, 1867.*

56. The Company and the *London and North-western* Company respectively shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company or the *London and North-western* Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not to be paid on Calls paid up.

57. The Company and the *London and North-western* Company respectively shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter 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 or the *London and North-western* Company to construct any other Railway, or to execute any other Work or Undertaking.

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

58. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

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

59. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.



*The Dundalk and Greenore Railway Act, 1867.*

## The SCHEDULE to which the foregoing Act refers.

Names of Contributors to the Deposit.	Residences of such Contributors.	Description of such Contributors.	Amount of Contributions.
The Right Honourable John Earl of Erne.	Crane Castle, Newtown Butler.	Peer - -	£500
Richard Moon	Bevere, Worcester	Esquire - -	£100

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1867.