

[38 & 39 VICT.] *The Sligo, Leitrim, and Northern [Ch. cxcvii.]  
Counties Railway Act, 1875.*



### CHAPTER cxcvii.

An Act for making a Railway from the Midland Great Western Railway of Ireland, near the town of Ballysadare in the county of Sligo, through the counties of Leitrim and Cavan, to the Irish North-western Railway, near the town of Enniskillen in the county of Fermanagh; and for other purposes. A.D. 1875.

[11th August 1875.]

**W**HEREAS the making of a railway from the Midland Great Western Railway of Ireland, near the town of Ballysadare in the county of Sligo, through the counties of Leitrim and Cavan, to the Irish North-western Railway, near the town of Enniskillen in the county of Fermanagh, would be of local and public advantage, and the persons herein-after named, with other persons and corporations, are willing to undertake the construction of such railway :

And whereas plans and sections showing the line and levels of the railway authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the counties of Sligo, Leitrim, Cavan, and Fermanagh, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas it is expedient that the Company incorporated by this Act and the Irish North-western Railway Company should be empowered to enter into agreements for the use of the said railway, and a portion of the railway of that Company :

And whereas it is expedient that the agreement with the Midland Great Western Railway of Ireland Company, set forth in the second schedule to this Act, should be confirmed and made binding on that Company and the Company incorporated by this Act :

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And whereas the persons named in the first schedule to this Act are or claim to be owners of lands through or near which the railway will be made, those named in Part I. of that schedule being or claiming to be owners in fee simple, those named in Part II. being or claiming to be absolute owners of leaseholds of which more than thirty years are unexpired, and those named in Part III. of that schedule being or claiming to be owners for limited interests, and it is expedient that those persons, with others, for themselves and their successors in title, be empowered, if they think fit, subject to the provisions of this Act, to guarantee a dividend of five per cent. per annum for twenty-three years on a part of the share capital to be raised for construction of the railway (and such persons, or so many of them as undertake such guarantee, are in this Act referred to as guarantors) :

And whereas it is apprehended that there would be great difficulty in raising the capital for the construction of the railway on reasonable terms, unless special provisions were made for facilitating the raising thereof, and it is expedient that the capital should be issued as part preferred capital and part guaranteed capital for a term of twenty-three years after the opening of the whole of the railway, as herein-after provided.

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 :

Short title.

1. This Act may be cited as "The Sligo, Leitrim, and Northern Counties Railway Act, 1875."

Provisions  
of certain  
general  
Acts incor-  
porated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," "The Railways Act (Ireland), 1851," "The Railways Act (Ireland), 1860," "The Railways Act (Ireland), 1864," "The Railway Traverse Act," are (except where expressly varied by this Act) incorporated with and form part of this Act.

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3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act; the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised.

A.D. 1875.

Interpre-  
tation of  
terms.

4. Arthur Loftus Tottenham, Lowry Egerton Viscount Cole, Owen Wynne, John Thomas William Lord Massy, Thomas Morris Hamilton Jones, and Francis La-Touche, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railway, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of the Sligo, Leitrim, and Northern Counties Railway Company, and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Incorpo-  
ration of  
Company.

5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown in the deposited plans and sections, the railway herein-after described, with all proper stations, sidings, 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 railway herein-before referred to and authorised by this Act is situate in the counties of Sligo, Leitrim, Cavan, and Fermanagh, and is,—

Power to  
make rail-  
way ac-  
cording to  
deposited  
plans.

A railway, forty-two miles one furlong nine chains in length, commencing by a junction with the Midland Great Western Railway of Ireland, in the townland of Carricknagat in the parish of Ballysadare in the county of Sligo, through the counties of Leitrim and Cavan, and terminating by a junction with the Irish North-western Railway, in the townland of Breandrum in the parish of Enniskillen in the county of Fermanagh.

6. The viaduct for carrying the said railway over the River Erne, in the townlands of Killyhevlin and Drumsna in the county of Fermanagh, shall have at least three openings 50 feet wide, and

Providing  
for viaduct  
over the  
River Erne.

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A.D. 1875. a clear headway of 25 feet on the square above the average summer water.

Confirmation of agreement with Midland Great Western Railway Company.

7. The agreement between the Midland Great Western Railway of Ireland Company and the promoters of the Bill for this Act incorporating the Company, set forth in the second schedule to this Act, is hereby confirmed and made binding on the said Midland Great Western Railway of Ireland Company and the Company, and full effect may and shall be given thereto.

The Company and the Midland Great Western Railway Company to indemnify each other.

8. The Company and the Midland Great Western Railway of Ireland Company shall each of them indemnify and keep indemnified the other of them from and against all liability or damage arising from default of the said Companies respectively, or their respective servants, in the performance of any public duty or private obligation arising under or in the exercise of the powers conferred on the said Companies respectively by the said agreement.

Provision for doubling part of the Irish North-western Railway, and enlarging the Enniskillen Station.

9. If by reason of the powers by this Act granted to the Company to run over and use the part of the Irish North-western Railway and the Enniskillen Station, herein-after mentioned, and the increase of traffic caused thereby upon and at the said part of such railway and station respectively, it shall at any time, or from time to time hereafter, become necessary or expedient to construct another line of railway by the side of the said part of the Irish North-western Railway, and to enlarge the said Enniskillen Station, and to add to the signals, machinery, and conveniences at such station, or to do any of such works, it shall be lawful for the Irish North-western Railway Company to effect the same at the expense of the Company: Provided the Irish North-western Railway Company shall, before they commence any such work, have an estimate of the expense thereof made and signed by their engineer, and shall deliver the same at the principal office of the Company, addressed to their secretary, and if any difference shall arise between the Company and the Irish North-western Railway Company as to the necessity for any of such works as aforesaid, or as to the cost thereof, the same shall be settled between the said two Companies by an engineer as referee, to be agreed upon by them, or in default of agreement to be nominated by the Board of Trade on the request of either party, and the costs occasioned by such reference shall be defrayed by the said two Companies, or either of them, as the referee shall direct, and within one month after delivery of such estimate (in case the Company do not in the meantime object to the same in writing, to be left at the principal office of the Irish North-western Railway Company), or, as the case may be, within

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one month after the award of the said referee, the Company shall pay to the Irish North-western Railway Company the amount of such estimate or award, as the case may be; and if after the completion of any such work the amount expended thereon by the Irish North-western Railway Company shall be found to exceed the amount of the said estimate or award, the Company shall pay to the Irish North-western Railway Company such a sum as will be necessary to make up the full amount so expended by them; and if the amount so expended by the Irish North-western Railway Company shall be less than the amount of the said estimate, the Irish North-western Railway Company shall repay to the Company the amount by which the sum paid by them to the Irish North-western Railway Company has exceeded the sum so actually expended by that Company; and all works constructed by the Irish North-western Railway Company under this provision shall be and remain their property, subject to such and the like user thereof as is by this Act given to the Company with regard to the said part of the Irish North-western Railway and the Enniskillen Station.

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10. With reference to this Act, all the provisions of sections seven, eight, and nine of "The Railways Clauses Consolidation Act, 1845," shall be used and construed as if the expression "clerk of the union within which such parishes are included in Ireland," or the words "clerk of the union" (as the case may be), had been used and inserted in such sections in lieu of the expressions "the postmasters of the post towns in or nearest to such parishes in Ireland," or in lieu of the word "postmasters" (as the case may be).

Deposit of plans with clerks of unions.

11. The Company may, with the consent of any limited owner, pay any purchase money payable to such limited owner in respect of any lands purchased or taken under the authority of this Act, by the issue to such limited owner of as many shares in the capital of the Company as shall be equal in nominal amount to such purchase money, and such shares shall be deemed to be shares fully paid up. Such shares shall be held upon the like uses, trusts, and for the same purposes and in the same manner as the lands in respect of the purchase money for which such shares were issued stood settled. The Company shall, with respect to such shares, make an entry or memorial in their registry of shareholders of the uses, trusts, and purposes aforesaid, and subject to the uses, trusts, and purposes affecting such shares, the limited owner for the time being in respect thereof shall have all the other rights and powers of a shareholder in the Company: Provided always, that the Com-

Payment of purchase money to limited owners by shares in certain cases.

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pany shall not be bound to see to the application of any dividend received by such limited owner. The term "limited owner" in this section shall mean any person or persons by whom the power of sale conferred by section 7 of "The Lands Clauses Consolidation Act, 1845," may, under the authority of the said section, be lawfully exercised: Provided also, that no such payment by shares to a limited owner under this section shall be accepted until a certificate approving thereof shall have been granted by an inspecting engineer or engineers, or other person or persons to be for such purpose nominated and appointed by the Commissioners of Public Works in Ireland, who are hereby authorised, on the application of any such owner, or of the Company, to make such appointment; and the costs relating to such nomination and appointment, inspection and certificate, shall be paid by the Company as the Commissioners shall direct.

Capital.

12. The Company shall have a share capital of two hundred thousand pounds, divided into twenty thousand shares of ten pounds each, and such shares shall be issued as and consist of the following classes:

A. or preferred capital	-	-	-	£50,000
B. and C. guaranteed capital, as per schedule				39,300
And such further amount to be taken out of ordinary capital, not exceeding 20,700 <i>l.</i> , as shall by any deed (under section 47) hereafter to be executed be similarly guaranteed by landowners or other persons.				
Ordinary capital	-	-	-	110,700
				<u>£200,000</u>

Shares not to issue until one-fifth part paid up.

13. The Company shall not issue any share in the share capital of two hundred thousand pounds, nor shall any such 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 is paid in respect thereof.

Calls.

14. One fifth of the amount of a share in the share capital of two hundred thousand pounds shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

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**15.** The Company may from time to time, in manner herein-after provided, borrow on mortgage any sums not exceeding in the whole one hundred thousand pounds; that is to say, when and so soon as the sum of seventy-two thousand eight hundred pounds, part of the share capital of two hundred thousand pounds, is issued and accepted, and one half thereof is paid up, the Company may borrow on mortgage any sum not exceeding fifty thousand pounds; and when and so soon as each sum of thirty-one thousand eight hundred pounds, part of the remaining capital of one hundred and twenty-seven thousand two hundred pounds, is issued and accepted, and one half thereof is paid up, the Company may borrow on mortgage any sum not exceeding twelve thousand five hundred pounds; but no part of the said sum of fifty thousand pounds, and of the said four several sums of twelve thousand five hundred pounds, hereby authorised to be borrowed, shall be borrowed until the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of that portion of the capital in respect of which the borrowing power is proposed to be exercised has been 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 persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations 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.

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Power to borrow moneys on mortgages under regulations herein described.

**16.** If any money be payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardians or committee of his estate shall be a sufficient discharge to the Company.

Receipts of persons not sui juris.

**17.** The mortgagees of the Company may enforce payment of the arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver shall be made shall not be less than ten thousand pounds in the whole.

Arrears may be enforced by appointment of a receiver.

**18.** The Company may create and issue debenture stock subject to the provisions of Part III. of "The Companies Clauses Act,

Debenture stock.

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- A.D. 1875. 1863," but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.
- Application of moneys. 19. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.
- First ordinary meeting. 20. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.
- Number of directors. 21. The number of directors shall be five, but the Company may from time to time reduce the number, provided that the number be not less than three.
- Qualification of directors. 22. A person shall be capable of being a director if he is possessed in his own right of fifty shares or more in the share capital of two hundred thousand pounds, or notwithstanding anything in this Act if he is a landowner guarantor to the amount of 1,000*l.* or more.
- Quorum of directors. 23. The quorum of a meeting of directors shall be three, unless the number of directors is reduced to three, and then the quorum shall be two.
- First directors. 24. Arthur Loftus Tottenham, Owen Wynne, John Thomas William Lord Massy, Thomas Morris Hamilton Jones, and Francis La-Touche, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of "The Companies Clauses Consolidation Act, 1845," and the several persons elected at any such meeting, being neither removed nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.
- Election of directors.
- Land for extraordinary purposes. 25. 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 six acres.



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26. 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 three years from the passing of this Act.

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Powers for compulsory purchases limited.

27. Subject to the provisions in "The Railway Clauses Consolidation Act, 1845," and 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, carry the same with a single line only whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next hereinafter mentioned; (that is to say,)

Power to cross certain roads on the level.

No. on Plan.	Townland.	Description of Road.
4	Castle Dargan - - - -	Public road.
30a	Kilross - - - -	"
1	Rathgeean - - - -	"
6	Altvelid - - - -	"
10	Toberanania - - - -	"
6	Bawn - - - -	"
2	Tully - - - -	"
15	Cleen - - - -	"
14	Donaghmore - - - -	"
5	Cherrybrook - - - -	"
3	Lissinagroagh - - - -	"
32	Killmakerrill - - - -	"
28	Cornacloy - - - -	"
13	Correan - - - -	"
20	Thornhill or Mullandreenagh - - - -	"
35	Killycarney - - - -	"
12	Belcoo East - - - -	"
24	Corraglass - - - -	"
8	Derryscobe - - - -	"
10	Garvary - - - -	"
4	Drumkeen - - - -	"
11	Mullylogan - - - -	"

28. The grand jury for the county of Sligo, upon the application of any two or more cesspayers of the said county, may at any time or times after the opening of the railway for public traffic, by notice in writing under the hand of their secretary, require the Company to carry the road, numbered on the deposited plans four, in the townland of Castle Dargan, over the railway by a bridge; provided that notice in writing of the intentions of such cesspayers to make such application shall have been given to the secretary of the Company two months at least before the assizes at which such application shall be made. The Railway Company shall, within a time to be

Bridge to be erected over a certain road if required by grand jury of Sligo.

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Provisions  
as to certain  
roads in  
county  
Sligo.

**29.** Notwithstanding anything contained in the deposited plans and sections, the following provisions shall apply to the roads in the county of Sligo herein-after mentioned :

The gradient of the road numbered 9 on the said plans, in the township of Ballydawly, shall not be steeper than 1 in 22, and the height of the arch from the surface of the road where the said road will be carried under the railway shall not be less than 16 feet clear for a space of 12 feet :

The deviation of the road numbered 11, in the same township, shall be made with a convenient curve at the western end thereof, to the reasonable satisfaction of the surveyor of the said county :

The road numbered 1, in the townland of Rathgeean, shall be maintained, but the road numbered 17, in the township of Kingsfort, may be diverted.

Providing  
for bridge  
over ap-  
proach road  
in Markree  
estate.

**30.** If within twelve months after the opening of the railway Colonel Edward Henry Cooper, or his successors in title, being owners of Markree Castle, shall require, by notice in writing to the Company, that the approach road to Markree Castle shall be carried over the railway by a bridge, and shall give the land necessary for the purpose, the Company shall make and maintain a bridge over the said railway, with the necessary approaches thereto, the said bridge and approaches being not less than eighteen feet wide, and the said approaches not steeper than one in twenty-five.

Deposit  
money not  
to be repaid  
until line

**31.** Whereas, pursuant to the standing orders of both Houses of Parliament, and an Act of the ninth and tenth years of Her present Majesty, chapter twenty, a sum of twelve thousand one hundred

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and fifty-four pounds new three per cent. bank annuities, being five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been transferred to the Court of Chancery in Ireland in respect of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said Act, the said sum of twelve thousand one hundred and fifty-four pounds new three per cent. bank annuities so transferred as aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway, either open the railway for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the railway for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of stock transferred as aforesaid shall be applied in the manner herein-after specified, and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

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—  
opened, or  
half the  
capital paid  
up and  
expended.

32. The said sum of stock transferred as aforesaid shall be applicable, and after due notice in the "Dublin Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportion as to the Court of Chancery in Ireland may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of stock shall have been found sufficient to satisfy all just claims

Application  
of deposit.

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in respect of such compensation, then the said sum of stock, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in Ireland thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the said sum of stock has been re-transferred to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, 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.

Period for  
completion  
of works.

**33.** If the railways are not completed within five years from the passing of this Act, then on the expiration of that period the powers of this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls for use  
of railway  
and car-  
riages.

**34.** The Company may demand and take in respect of the use of the railways any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed in carriages upon the railways, or any part thereof, as follows:

For every person conveyed in or upon any such carriage, per mile twopence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny:

Class I. For every horse, mule, ass, or other beast of draught or burden conveyed in or upon such carriage, per mile fourpence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny:

Class II. For cattle conveyed in or upon any such carriage, per head per mile threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny:

Class III. For every calf, pig, sheep, or other small animal conveyed in or upon any such carriage, per mile one penny;

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and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one farthing. A.D. 1875.

In respect of goods conveyed on the railway :

Class IV. For all dung, compost, and all sorts of manure, lime, and limestone, and all undressed materials for the repair of public roads or highways, all stones for building, pitching, and paving, tiles, slates, clay, ironstone, and iron ore, per ton per mile one penny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class V. For all coal, coke, culm, charcoal, and cinders, pig iron, sheet iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils, bricks, salt, sand, fireclay, and stone, per ton per mile twopence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class VI. For sugar, grain, corn, flour, butter, meat, hides, dyewoods, earthenware, timber, staves and deals, nails, anvils, vices and chains, per ton per mile twopence halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class VII. For cotton and other wools, drugs, manufactured goods and metals (except iron and tin), and all other wares, merchandise, fish, articles, matters or things, per ton per mile threepence halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class VIII. And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, fivepence per mile ; and for every such carriage, if weighing more than one ton, a further sum of twopence per mile for every additional quarter of a ton or fractional part of a quarter of a ton ; and if carried or conveyed on a truck or platform belonging to the Company, an additional sum not exceeding twopence.

**35.** The toll which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

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A.D. 1875.  
—  
Regulations  
as to tolls.

**36.** The following provisions and regulations shall apply to the fixing of the tolls and charges payable under this Act; (that is to say,)

For all passengers, animals, minerals, or goods conveyed on the railways for a less distance than four miles the Company may demand and receive the before-mentioned tolls as for four miles :

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile ; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for  
small parcels  
and articles  
of great  
weight.

**37.** With respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,)

For the carriage of small parcels on the railways, or any parts thereof, as follows :

For any parcel not exceeding seven pounds in weight, threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit :

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Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

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For the carriage of single articles of great weight :

For the carriage of any single article the weight of which, including the carriage, exceeds four tons, but does not exceed eight tons, the Company may demand any sum not exceeding one shilling a ton a mile :

For the carriage of any single article the weight of which, including the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

**38.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways, including the tolls for the use of the railways and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following ; (that is to say,)

Maximum  
rates for  
passengers.

For every passenger conveyed in a first-class carriage, threepence a mile :

For every passenger conveyed in a second-class carriage, twopence a mile :

For every passenger conveyed in a third-class carriage, one penny a mile.

**39.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other services incidental to the duty or business of a carrier, where any such service is performed by the Company, shall not exceed the following sums ; (that is to say,)

Maximum  
rates for  
animals and  
goods.

For every animal mentioned in Class I., per mile fourpence :

For every animal mentioned in Class II., per mile threepence :

For every animal mentioned in Class III., per mile one penny halfpenny :

For the articles and goods mentioned in Class IV., per ton per mile one penny halfpenny :

For the articles and goods mentioned in Class V., per ton per mile one penny halfpenny :

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For the articles and goods mentioned in Class VI., per ton per mile threepence :

For the articles and goods mentioned in Class VII., per ton per mile fourpence :

For any carriage mentioned under Class VIII., not weighing more than one ton, sixpence per mile; if weighing more than one ton, one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers  
luggage.

40. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal  
station.

41. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing  
charges not  
to apply to  
special  
trains.

42. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company  
may take  
increased  
charges by  
agreement.

43. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Running  
powers to  
Company  
and certain  
other com-  
panies.

44. The Company, and all companies and persons lawfully using the railways of the Company, may run over and use with their engines and carriages of every description, and with their clerks, officers, and servants, the railway and undertaking or portion of railway and undertaking herein-after mentioned, together with the stations, watering places, booking offices, warehouses, landing places, sidings, works, and conveniences connected therewith; (that is to say,)

So much of the Irish North-western Railway as lies between the junction therewith of the railway authorised by this Act at



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Enniskillen and the Enniskillen Station, together with the said station.

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45. The terms, conditions, and regulations to which the Company shall be subject in respect of running over and using so much of the Irish North-western Railway and the station aforesaid, and the tolls or other consideration to be paid by them for the same, and also for the maintenance and working of the junction with the Irish North-western Railway, shall, if not agreed upon between them and the Irish North-western Railway Company, be from time to time determined by an arbitrator to be appointed by the Board of Trade, and the decisions of such arbitrator shall be binding and conclusive on all the parties in difference, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct.

Terms of such use.

46. The net receipts of the undertaking, after defraying the management and working expenses thereof, with the interest upon all debenture stock and mortgages and all rentcharges (if any), shall be appropriated half year by half year to the purposes and in the order following; that is to say,

Appropriation of the receipts.

- 1st. In paying dividend not exceeding the rate of five per cent. per annum upon the preferred capital or A. shares :
- 2nd. In paying dividend not exceeding the rate of five per cent. per annum upon the guaranteed capital or B. and C. shares :
- 3rd. In paying dividend not exceeding the rate of five per cent. per annum upon the ordinary capital.

If at the end of any half year any surplus remains after the payment in full of a dividend at the rate of five per cent. per annum upon all these three classes of shares, and the guarantors shall have at any time previously contributed as in this Act provided any sums of money to make up the dividends guaranteed as aforesaid upon the B. and C. shares, then and in every such case such surplus shall be paid over to the guarantors, their respective heirs, successors in estate, or assigns, until the amount so paid to them shall be equal to the full amount received from them for the purposes aforesaid; and in the further event of any additional surplus remaining after all the sums received from them shall have been repaid, such surplus shall be apportioned among the ordinary shareholders, and so long as the guarantee shall continue the guarantors, their respective heirs, successors in estate, or assigns, in proportion to the amounts held or guaranteed by them respectively.

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Guarantee  
of dividend  
on B. and C.  
shares by  
absolute  
landowners.

47. The Company may accept from the several landowner guarantors named in Parts 1 and 2 of the first schedule of this Act, their respective heirs, successors in estate, or assigns, and from any other persons, in such manner and form as they respectively and the Company from time to time agree, by way of charge on lands or otherwise, a guarantee for twenty-three years after the opening of the whole railway for public traffic, in the circumstances and on the conditions in this Act mentioned, of a dividend at the rate of five per cent. per annum, by this Act made payable on B. and C. shares on the respective amounts there set opposite their names, and on such other amounts as may from time to time be agreed upon between the Company and all landowners and other persons, and the Company shall apply all money from time to time received by them under that guarantee towards payment of dividend on B. and C. shares, and not otherwise.

Guarantee  
of dividend  
on E. shares  
by limited  
landowners.

48. In addition to the share capital of two hundred thousand pounds, the Company shall have a nominal share capital of twelve thousand pounds, or of such further sum as may, under section 47, be subscribed by the limited owners, divided into shares of ten pounds each, to be designated as E. shares, and to be created and issued for the purpose of enabling such of the landowner guarantors as are named in Part 3 of the first schedule to this Act, as well as others who may hereafter subscribe, to avail themselves of the provisions of the Improvement of Land Act, 1864, and E. shares shall not be transferable except under the provisions of that Act, and shall not be entitled to any dividend out of the profits of the undertaking, and shall be deemed to be fully paid up; and (notwithstanding anything in this Act) no rights or liabilities attaching to shares in the capital of the Company shall attach to E. shares, and the terms on which E. shares are created and issued shall appear on the certificates thereof, and the Company shall apply all money from time to time received by them in respect of the subscriptions for E. shares towards payment of dividend on B. and C. shares, and not otherwise; and all the provisions of this Act relating to landowner guarantors, being owners for limited interests, shall extend and apply to their respective successors in title.

Cessation of  
guarantors  
contri-  
butions.

49. After the expiration of twenty-three years from the opening of the whole of the railway for public traffic, and the completion of all payments accrued due under this Act within that period from guarantors, or when and as soon as the Company by deed under their common seal (which, with the consent in writing of the holders for the time being of the B. and C. shares, or of any portion

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thereof, they are hereby empowered to execute) shall have relieved the guarantors from all further liability (whichever shall first happen), the liabilities of the guarantors shall cease, either wholly or proportionately, as the case may be, and all E. shares shall be cancelled. A.D. 1875.

50. The Company shall not, out of any money by this Act authorised 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 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.

51. The Company shall not, out of any money by this Act authorised 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 authorising the Company to construct any other railway or execute any other work or undertaking. Deposits for future Bills not to be paid out of Company's capital.

52. Nothing in this Act contained shall exempt the railways 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, authorised by this Act. Railways not exempt from provisions of present and future general Acts.

53. All the 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.

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A.D. 1875.

SCHEDULE I.

(In 3 Parts.)

LANDOWNER GUARANTORS.

PART 1.

OWNERS IN FEE SIMPLE.

Name.	Residence.	Description.	Amount.
			£
George Lane Fox -	Bramham Park, Yorkshire	Esquire	5,000
Arthur Loftus Tottenham.	Glenfarne Hall, Co. Leitrim	"	5,000
Hugh Lyons Montgomery.	Belhavel, Co. Leitrim -	"	2,000
Owen Wynne -	Hazlewood, Co. Sligo -	"	3,000
Harriet Parker, by Morley, her attorney	Whiteway, Chudleigh, Devon.	Gentlewoman	2,000
Francis La-Touche -	Drumhierny, Co. Leitrim -	Esquire	1,000
Nathaniel Bridges -	Crevelea Iron Works, Co. Leitrim.	"	1,000
William Willoughby Cole, Earl of Enniskillen.	Florence Court, Co. Fer- managh.	Peer	1,000
Thomas Robert Palmer	Glosdrummon, Co. Leitrim	Esquire	1,000
Thomas Corscadden -	Eldon Lodge, Co. Leitrim	"	500
John Tate -	Deer Park, Co. Leitrim -	"	500
Lewis Algeo -	Glenboy, Co. Leitrim -	"	500
John Palmer -	Drumkeel, Co. Leitrim -	"	300
Robert Holmes -	Derrintowney, Co. Leitrim	"	200
John Nixon -	Killyglasson House, Co. Cavan.	"	200
Jemmett Duke -	New Park, Co. Sligo -	"	200
James Tate -	Brookfield, Co. Leitrim -	"	200
Richard Tate, The Rev.	The Rectory, Kinlough, Co. Leitrim.	Rector	200
Robert Tate -	Royal Barracks, Dublin -	Surgeon-Ma- jor 2nd Queen's Rt.	200
Thomas Rooney -	Gubnacreeny, Co. Leitrim	Esquire	100
Arthur Ellis -	Slievenakillagh Lodge, Co. Leitrim.	"	100
Matthew Allen -	Drumcliffe, Co. Sligo.	"	100
	Total -	- -	£24,300

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PART 2.

A.D. 1875.

OWNERS OF LEASEHOLDS OF WHICH MORE THAN 30 YEARS ARE  
UNEXPIRED.

Name.	Residence.	Description.	Amount.
Francis Montgomery Olpherts.	Mount Shannon, Co. Sligo	Esquire	£ 500
Richard Earls Davis -	Lurganboy, Co. Leitrim -	„	500
Christopher L'Estrange	Kevinsfort, Co. Sligo -	„	300
Charles Maguire -	Kingsfort, Co. Sligo -	„	300
Robert Hamilton -	Dowra, Co. Cavan -	„	100
John Myhan -	Manorhamilton, Co. Leitrim	„	200
Joseph Robinson -	Bloomfield, Co. Sligo -	„	200
James Tate -	Castlemile, Co. Leitrim -	„	200
Allan Rutherford -	Lisnagroagh, Co. Leitrim -	„	100
William Thompson -	Mullawn, Co. Leitrim -	„	100
Robert A. Rutherford -	Manorhamilton, Co. Leitrim	„	100
Allan Nixon -	Whiterock, Co. Leitrim -	„	100
Thomas Rae -	Annaghcloy, Co. Roscommon	„	100
Richard Taylor -	Cleveragh, Co. Sligo -	„	100
John Rutherford -	Fortland, Co. Leitrim -	„	100
	Total -	- -	£3,000

PART 3.

LIMITED OWNERS.

Name.	Residence.	Description.	Amount.
John Thomas William Lord Massy.	Hermitage, Limerick -	Peer	£ 5,000
Catherine Penelope Jones	Hayle Place, Kent -	Spinster	2,500
Sir Robert Gore Booth, Bart.	Lissadell, Co. Sligo -	M.P.	2,000
William Richard Ormsby Gore.	Derrycarne, Co. Leitrim -	M.P.	500
John James Whyte -	Newtown Manor, Co. Leitrim.	Colonel	500
William James Griffith	Castle Neynoe, Co. Sligo -	Esquire	500
Henry William Gore Booth.	Lissadell, Co. Sligo -	Esquire	400
John Marcus Clements -	Belgrave Lodge, Monks- town, Co. Dublin.	Esquire	500
James W. Armstrong -	Chaffpool, Co. Sligo -	Esquire	100
	Total -	- -	£12,000

Part 1	-	-	£24,300
„ 2	-	-	3,000
„ 3	-	-	12,000
Total	-	-	£39,300

A.D. 1875.

SCHEDULE II.

AN AGREEMENT made the sixteenth day of June one thousand eight hundred and seventy-five, between the Midland Great Western Railway of Ireland Company (herein-after called "the Midland Company") of the one part, and Arthur Loftus Tottenham, of Glenfarne Hall in the county of Leitrim, and Francis La-Touche, of Drumahaire in the same county, Esquires, on behalf of the promoters of a Bill now depending in Parliament for an Act to be intituled "An Act for making a Railway from the  
" Midland Great Western Railway of Ireland, near the town of  
" Ballysadare in the county of Sligo, through the counties of  
" Leitrim and Cavan, to the Irish North-western Railway, near  
" the town of Enniskillen in the county of Fermanagh, and  
" for other purposes," of the other part.

WHEREAS by the above-mentioned Bill it is proposed to incorporate a company to be called "the Sligo, Leitrim, and Northern Counties Railway Company" (herein-after called "the Sligo Company"), with power to make a railway therein mentioned forming a junction with the railways of the Midland Company at Ballysadare, and with the railway of the Irish North-western Railway Company near Enniskillen, and with power to run over and use as in the said Bill mentioned so much of the railway of the Midland Company as lies between the said proposed junction and the quay and station of the Midland Company at Sligo, together with the said quay and station, and also the station of the Midland Company at Ballysadare, and with a provision that the terms, conditions, and regulations for the use by the Sligo Company of so much of the railway of the Midland Company as aforesaid should, failing agreement, be settled by an arbitrator to be appointed by the Board of Trade:

And whereas it is proposed by the said Bill that the Sligo Company should, if required by the Midland Company, or if their own traffic should in the judgment of the Sligo Company render it expedient, construct a second line so as to double the line of the Midland Company between the junction therewith and the station at Ballysadare to be used in common by the Sligo Company and the Midland Company:

And whereas it is also proposed by the said Bill to make various enactments, including an enactment for the levying of rates in the events and manner and to the extent therein mentioned, on property in certain baronies, including certain lands of which the Midland Company are owners:

And whereas the Midland Company have presented a petition against the said Bill stating the matters aforesaid, and alleging various objections to the enactments proposed by the said Bill:

And whereas the Midland Company have agreed to withdraw all opposition to the passing into law of the said Bill, and not directly or indirectly to assist

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*Counties Railway Act, 1875.*

with funds or otherwise any other petitioners or opponents (cesspayers in the said baronies or others) in opposing the passing thereof, upon the terms that the Sligo Company shall by the enactment sought by or obtained upon the said Bill (herein-after called "the Act") be bound by the agreement herein-after expressed, and that each Company shall by a proper clause in the Act be protected against liability from default of the other Company or their servants in performance of any public duty or private obligation, while exercising the powers conferred upon them by the Act or by this agreement herein-after expressed: A.D. 1875.

Now it is hereby agreed as follows:

1. The Sligo Company in the exercise of the powers conferred by the Act shall construct the said proposed junction at a point one hundred and fifty yards nearer to the present station of the Midland Company at Ballysadare than the point shown for the said junction on the plans deposited for the purposes of the said Bill, and shall in and about the construction of the said junction and the works connected therewith, and the use thereof respectively, observe all the stipulations herein-after expressed.

2. The Sligo Company shall at their own expense construct a second line, so as to double the line of the Midland Company from the said junction to the station at Ballysadare aforesaid on land now of the Midland Company, with all necessary points, crossings, and sidings to enable the said station to be used in connexion therewith, and shall in and about the construction of the said second line and works observe all the stipulations herein-after expressed.

3. The works connected with the proposed junction to be provided and constructed by the Sligo Company as aforesaid shall include block signals with interlocking signals, similar to those now in operation on the railways of the Midland Company, and a proper junction station, and a double cottage for two signalmen.

4. The said second line and the works connected therewith shall be constructed in such position with reference to the existing line as the engineer of the Midland Company shall direct, and all the works hereby agreed to be made, supplied, and constructed shall be of such construction and nature and of such materials and workmanship as the engineer of the Midland Company shall approve: Provided that in case of any dispute as to the position of the said second line, or the construction, nature, materials, or workmanship of any works hereby agreed to be constructed by the Sligo Company, either party may apply to the Board of Trade to appoint an arbitrator for the purpose of deciding whether the directions or requirements of the engineer of the Midland Company are reasonable; and if such arbitrator shall deem any such directions or requirements unreasonable, the arbitrator may give such substituted directions or make such substituted requirements with respect to the same matters as he thinks fit, and the satisfaction of the arbitrator shall operate as the satisfaction of the engineer for the purposes of these presents.

5. The management of the junction and works connected therewith shall be under the sole control of the Midland Company.

6. The Sligo Company may for traffic of all kinds carried over their line run over and use with their engines and carriages of every description, and with their clerks, officers, and servants, so much of the railway and undertaking

A.D. 1875. of the Midland Company as lies between the said proposed junction therewith and the quay station and the stations at Sligo, together with the said quay station and stations and the station at Ballysadare, and the watering places, booking offices, warehouses, fitting shops, landing places, sidings, works, and conveniences connected therewith or with the said junction.

7. The Sligo Company shall from and after commencing to exercise the running powers in the last preceding clause mentioned pay to the Midland Company the sums following (in addition to the special payments for the use of the Ballysadare Station and other works, and for services rendered as hereinafter provided); that is to say,

(a.) In any year in which the gross income of the Sligo Company (estimated as herein-after mentioned) shall not exceed an average of ten pounds per mile per week for that year, the sum of one thousand four hundred and fifty pounds :

(b.) In any year in which the gross income of the Sligo Company (estimated as herein-after mentioned) shall exceed an average of ten pounds per mile per week for that year, but shall not exceed an average of twelve pounds per mile per week for that year, the sum of one thousand five hundred pounds :

(c.) In any year in which the gross income of the Sligo Company (estimated as herein-after mentioned) shall exceed an average of twelve pounds per mile per week for that year, the mileage proportions of receipts from traffic mentioned in the clause next herein-after contained.

Provided that in estimating the average per mile per week for the purposes of this clause, the total receipts of the Sligo Company from the traffic on the undertaking authorised by the Act, with any increased facilities by way of doubled lines or other works not amounting to an extension of the Sligo Company's own line to other places (but including the net receipts from traffic carried under running powers), shall be taken into account and apportioned over a mileage of forty-eight miles and no more; and that in case of extensions of the Sligo Company's own line to other places, the receipts from traffic on such extensions shall be included, and the total receipts apportioned over such increased mileage, and such total receipts shall include the receipts in respect of terminal charges, after deducting the actual out payments (if any) for performing the terminal work.

8. The mileage proportions to be paid by the Sligo Company to the Midland Company in the events and manner in the last preceding clause provided shall, if not otherwise agreed upon, be ascertained according to the rules for the time being in force in the railway clearing-house, but on the terms that forty per centum shall be deducted from gross receipts for working expenses, and subject to the conditions herein-after expressed; (that is to say,)

(a.) The mileage between the proposed junction at Ballysadare and the town quay or other terminus at Sligo shall be deemed to be eight miles :

(b.) If the total mileage proportions for any year payable to the Midland Company as aforesaid shall not amount to one thousand four hundred and fifty pounds, the total amount of the mileage proportions payable to the Midland Company by the Sligo Company for that year shall be deemed to be one thousand four hundred and fifty pounds:



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(c.) The mileage between the station at Ballysadare and the proposed junction shall be deemed to be one mile, but only in respect of traffic going eastward taken on at Ballysadare. A.D. 1875.

9. The Sligo Company shall pay to the Midland Company a yearly rent of four hundred and fifty pounds in respect of the use by the Sligo Company of the stations and present accommodations herein-before referred to of the Midland Company at Sligo.

10. The Midland Company shall give to the Sligo Company the same use of the offices, warehouses, places, works, and conveniences at Sligo as the Midland Company themselves now enjoy; and if additional accommodation in this respect is required by the Sligo Company, the Sligo Company shall pay to the Midland Company, in respect of the cost of all additional offices, warehouses, places, works, and conveniences made or constructed by the Midland Company for that purpose, an additional yearly sum equal to ten per centum on the cost of such works and things.

11. The Midland Company shall give to the Sligo Company the services of the clerks, officers, porters, and servants of the Midland Company at Ballysadare and Sligo aforesaid; provided that the Sligo Company shall pay to the Midland Company the actual ascertained expense of loading and unloading goods at Ballysadare for the purpose of the traffic of the Sligo Company until the Sligo Company shall, as it is hereby agreed they may, employ their own porters and servants for that purpose.

12. The Midland Company shall have control over the Sligo Company's clerks, officers, and servants whilst on the Midland Company's premises, and they shall be subject to the regulations of the Midland Company.

13. If after the opening of the railway of the Sligo Company for public traffic there shall be any dispute between the Midland Company and the Sligo Company respecting anything to be done or payment to be made under these presents, or the nature or amount thereof respectively, or the mode of ascertaining the same respectively, or the times of running trains, or any other matter connected with the working of the railways of either or both of the Companies parties hereto, having regard to the provisions of this agreement, the matter in dispute shall be referred to a standing arbitrator appointed and constituted as herein-after mentioned.

14. The standing arbitrator shall be a person appointed by agreement between the Midland Company and the Sligo Company for such time as shall be agreed upon at the time of his appointment to act as standing arbitrator for the purposes of this agreement, and if (by reason of the refusal of the person so appointed to act, or by reason of the expiration of time, or otherwise) there shall be no person so appointed, either Company may, after notice to the other Company, apply to the Railway Commissioners under the 8th section of the Regulation of Railways Act, 1873; and the Railway Commissioners may (if they shall decline to decide such dispute) appoint an arbitrator to decide the dispute, and the arbitrator so appointed shall, for the purpose of such decision, have all the powers of the standing arbitrator under these presents.

15. The remuneration of the standing arbitrator shall (subject to any special direction of the Railway Commissioners where an application to them shall be

[Ch. cxcvii.] *The Sligo, Leitrim, and Northern [38 & 39 VICT.]  
Counties Railway Act, 1875.*

A.D. 1875. involved) be paid by the Midland Company and the Sligo Company in equal shares.

In witness whereof the Midland Company have hereunto caused their common seal to be affixed, and the parties hereto of the second part have hereunto set their hands and seals the day and year first above written.

Present when the common seal of the said  
Midland Great Western Railway of  
Ireland Company was hereunto affixed.



W. P. KIRWAN,  
Solicitor to Company, Temple Street, Dublin.

Signed and sealed by the within-named  
Arthur Loftus Tottenham, in the pre-  
sence of Markham Spofforth, 6, Vic-  
toria Street, Westminster.

A. LOFTUS TOTTENHAM.

L.S.

Signed and sealed by the within-named  
Francis La-Touche, in the presence of  
Wilton Vaugh, Leitrim Post Office.

FRANCIS L. TOUCHE.

L.S.