



CHAPTER cxii.

An Act for conferring further powers upon the Derry Central Railway Company, and for authorising the Belfast and Northern Counties Railway Company to raise additional capital and to subscribe towards the undertaking of the Derry Central Railway Company ; and for other purposes. A.D. 1877.

[23d July 1877.]

WHEREAS by "The Derry Central Railway Act, 1875," (in this Act referred to as the Act of 1875,) the Derry Central Railway Company (in this Act referred to as "the Company") were incorporated, and powers were conferred upon them with regard to the construction, working, and use of certain railways therein authorised between the town of Magherafelt, in the county of Londonderry, and the town of Coleraine, in the same county : 38 & 39 Vict.
c. ccx.

And whereas by the same Act the Belfast and Northern Counties Railway Company (in this Act referred to as the Belfast Company) were required to construct certain works in connexion with the said railways :

And whereas it is expedient that the Company and the Belfast Company should be authorised to enter into agreements with respect to the construction of the said railways and works, and that for such purposes provisions should be made such as are in this Act contained :

And whereas the Belfast Company did, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting held on the 6th day of November 1876, and specially convened for the purpose, pass a resolution to subscribe a sum not exceeding in the whole the sum of thirty-five thousand pounds, to be applied towards the undertaking of the Company and the works authorised and required by the Act of 1875 :

And whereas it is expedient that such resolution be confirmed, and that in pursuance thereof and to give effect to the same the Belfast Company should be authorised to raise additional capital :

A.D. 1877.

And whereas it is expedient that the Act of 1875 should be amended in other respects, and that certain of the powers therein contained should be extended and enlarged:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

Short title.

1. This Act may be cited as "The Derry Central Railway Act, 1877."

Belfast Company to appropriate £35,000 or such lesser sum as may be necessary to the purposes of this Act, and to raise the same by way of additional capital.

2. The Belfast Company shall within twelve months after the passing of this Act appropriate to the purposes of this Act and of the Act of 1875 a sum of thirty-five thousand pounds, or so much of that sum as may be required for such purposes, and in or towards such purpose of appropriation they 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 Belfast Company specially convened for the purpose, apply any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking, or they may for the purpose of such appropriation raise any capital not exceeding in amount thirty-five thousand pounds by the issue at their option of new ordinary shares or stock, or new preference shares or stock, or by the creation and issue of debenture stock, or wholly or partially by any one or more of those modes respectively, 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 and transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for the nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of 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) and Part II. (relating to additional capital) of the Companies Clauses Act, 1863, shall extend and apply to the additional capital which the Belfast Company are by this Act authorised to raise. A.D. 1877.

3. The Belfast Company shall not issue any shares under the authority of this Act of less nominal value than ten pounds, nor shall any share vest in the person or corporation 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 of the Belfast Company not to be issued until one-fifth part thereof shall have been paid up.

4. Out of the said sum of thirty-five thousand pounds, or such lesser sum as may be required for the purposes aforesaid, which the Belfast Company are under the powers of this Act required to appropriate, they shall subscribe a sum of not less than ten thousand pounds towards the undertaking of the Company, and the Belfast Company shall, in respect of the sum to be subscribed and the corresponding shares in the Company to be held by them, have all the powers, rights, and privileges and be subject to all the obligations and liabilities of proprietors of shares in the Company: Provided always, that the Belfast Company shall not sell, dispose of, or transfer any of the shares in the Company for which they may subscribe. The remainder of the said sum of thirty-five thousand pounds or of such lesser sum as aforesaid shall, after payment of the aforesaid subscription of ten thousand pounds, be applied by the Belfast Company to carrying into effect the several purposes of the Act of 1875 as amended by this Act, so far as they relate to or affect the Belfast Company. Application of moneys found by the Belfast Company.

5. The power conferred upon the Belfast Company by the 19th section of the Act of 1875 to appoint an additional director of the Company, when and so soon as the Belfast Company should have entered into an agreement under section forty-seven of the said Act, may be exercised in lieu thereof when and so soon as the Belfast Company shall have subscribed the sum of ten thousand pounds to the undertaking of the Company in accordance with the provisions of this Act. Amendment of section 19 of the Act of 1875.

6. Whereas by the Act of 1875 the Company and the Belfast Company are authorised and required respectively to construct certain stations, sidings, approaches, works, and conveniences (in this Act referred to as "the authorised works"), and the Company are authorised to exercise compulsory powers of purchase over the lands delineated on the plans and described in the books of reference therein specified (which lands are in this Act referred to as "the authorised lands"), and it is expedient that for the purposes aforesaid Power to the Company to make agreements with the Belfast Company to works, &c.

[Ch. cxii.] *The Derry Central Railway Act, 1877.* [40 & 41 VICT.]

A.D. 1877.

the said companies should be authorised to enter into agreements :
Be it therefore enacted, that the Company on the one part and the Belfast Company on the other part may enter into agreements with respect to the construction of all or any of the authorised works and with respect to the acquisition and appropriation of such of the authorised lands as may be necessary therefor by the said companies respectively as they may think fit, and for the purpose of giving effect to the said agreements the said companies may exercise all or any of the powers conferred by the Act of 1875 upon the said companies or either of them, and the said powers shall extend and apply to the purposes aforesaid.

Confirming
agreement
with the
Belfast
Company.

7. The agreement set forth in the schedule to this Act, dated the sixteenth day of May 1877, between the Derry Central Railway Company of the one part and the Belfast and Northern Counties Railway Company of the other part, is hereby confirmed.

Interest not
to be paid on
calls paid up.

8. The Company and the Belfast Company or either of them shall not, out of any money by this Act authorised to be appropriated, raised, or subscribed, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him ; but nothing in this Act shall prevent the Company and the Belfast Company or either of them 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.

Deposit for
future Bills
not to be paid
out of capital.

9. The Company and the Belfast Company or either of them shall not, out of any money by this Act authorised to be appropriated, raised, or subscribed, 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 and the Belfast Company or either of them to construct any other railway, or to execute any other work or undertaking.

Railways
not exempt
from pro-
visions of
present and
future gene-
ral Acts.

10. Nothing in this Act contained shall exempt the Company and the Belfast Company or either of them, or their railways respectively, from the provisions of any general Act relating to railways, or the better or more impartial audit of 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 or charges, or of the rates for small parcels, which the Company and the Belfast Company or either of them are authorised to levy.

11. The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him: Provided always, that this section shall not be deemed to prevent the Company executing any repairs or other works or things which shall be necessary to prevent accidents, and in any such case the Company shall forthwith give notice to the Postmaster General of any such interference and the reason for the same.

A.D. 1877.
Restrictions on works affecting Post Office telegraph system.

12. Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same.

Power for Postmaster General to annex conditions.

13. The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may at and for all reasonable times enter on and into and remain on any of the railways, lands, and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon.

Power of entry for Postmaster General.

14. The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of the Company by any work or thing executed or done by them interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster General; and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication, the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues, and the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company.

Compensation by Company to Postmaster General, and penalty.

A.D. 1877.

Power for
Postmaster
General to
construct and
work tele-
graphs, &c.

15. Her Majesty's Postmaster General on, over, along, and across any of the railways, works, and lands for the time being of the Company may from time to time construct such line or lines of telegraphs as he thinks fit, with all necessary and proper posts, wires, apparatus, and other works connected therewith, and remove or vary the same, and construct others instead thereof or in addition thereto, and may maintain, inspect, test, repair, reinstate, work, and use the same as they for the time being exist, and may by his engineers and other officers, servants, and workmen, at and for all reasonable times for all or any of the purposes aforesaid, enter on and into and remain on those railways, works, and lands; but in the exercise of the powers of this section the Postmaster General shall not interfere with the traffic on any of the Company's railways, and shall cause as little inconvenience as may be to the Company, and shall execute and do every work or thing to the reasonable satisfaction of the engineer of the Company; and if at any time the Company desire to make at their own expense any alteration in any work executed by the Postmaster General under the authority of this section without interrupting or impeding postal telegraphic communication they may do so, first giving notice in writing to the Postmaster General of their intention; and in the exercise of the powers given by this section the Postmaster General shall do as little damage as may be, and shall make full compensation to the Company for all damage sustained by them by reason or in consequence of the exercise of such powers, the amount and application of such compensation to be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," and any Act amending the same, for the determination of the amount and application of compensation for lands taken or injuriously affected.

Expenses
of Act.

16. 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.

SCHEDULE referred to in Clause 7 of this Act.

A.D. 1877.

ARTICLES OF AGREEMENT made the sixteenth day of May 1877, between the Derry Central Railway Company (herein-after called the Owing Company) of the one part, and the Belfast and Northern Counties Railway Company (herein-after called the Working Company) of the other part.

Article 1.—The Owing Company shall so soon as they can commence the construction and, unless prevented by causes beyond their own control, will at their own expense complete the line of railway described in and authorised by the “Derry Central Railway Act, 1875,” as Railway No. 1, with the several junctions, stations, approaches, works, and conveniences necessary and proper to be made in connexion therewith, which railway, works, and conveniences are enumerated or referred to in the Articles 2 and 3 next following, and are comprised under the expression “the railway,” and shall hand over same to the Working Company completed to the reasonable satisfaction of the engineer of the Working Company.

Article 2.—The railway mentioned in Article 1 at the expense of the Owing Company—

(A.) Shall be constructed, finished, and completed as a single line of railway, with all proper lengths of double line for passing places at each station, and with signals, signal boxes, and all appliances connected therewith required by the Board of Trade, a telegraph communication and telegraph instruments necessary for railway telegraphing and the works and conveniences incident thereto, including proper and sufficient stations at Macfinn, Aghadowey, Garvagh, Kilrea, Upperlands, Maghera, and Knockloughrim, upon such site and in such positions as shall be consistent with the statutory powers and obligations of the Owing Company :

(B.) Shall commence by a junction with the Belfast Railway at a point opposite the west end of the goods stores of the Belfast and Northern Counties Railway Station at Magherafelt in the townland of the town-parks of Magherafelt, in the parish of Magherafelt and county of Londonderry, or such other point within the limits of deviation as may be agreed on by the engineers of both companies, and terminate by a junction with the same railway at a point 373 yards, measured in a north-westerly direction along the said railway, from the centre of a public road level crossing known as the Macfinn Crossing in the townland of Macfinn Lower, in the parish of Ballymoney and county of Antrim, or such other point within the limits of deviation as may be agreed on by the engineers of both companies, and shall be formed within the limits authorised by the “Derry Central Railway Act, 1875,” and according to the levels shown in the deposited plans and sections relating thereto :

(C.) Shall also include proper and sufficient station and gate houses, sheds, station yards and approaches, station buildings, with all usual and

A.D. 1877.

necessary accommodation, station fittings, and fixed (but not movable) furniture, also ticket presses and dating presses, goods sheds, sidings, a turn-table at Magherafelt, cranes, weigh-bridges, a water tank, and water of good quality for engines at Kilrea or Garvagh, and other works and conveniences :

(D.) Shall be constructed with rails of not less weight than 65 lbs. per yard if of steel, and of not less than 70 lbs. per yard if of iron, and the rails shall be fastened to rectangular sleepers 9 inches by 4½ inches at least, and the sleepers shall be properly creosoted. The quality of the materials for the permanent way, viz., rails, sleepers, fastenings, points, and crossings, when being supplied at first, shall be subject to the reasonable approval of the engineer of the Working Company :

(E.) Shall be properly ballasted with good clean ballast, the ballast to be 18 inches from the formation level to the top of the rails :

(F.) Shall be completed by and at the expense of the Owing Company in the particulars in this article enumerated and in every other respect, so as to be fit and safe for traffic of all descriptions, and to the satisfaction of the Board of Trade.

Article 3.—The railway shall, at the expense of the Owing Company, comprise all works lawfully required by landowners, commissioners, boards, surveyors, or others under any statutory right or under any agreement, and all works rendered necessary by reason of roads being interfered with by the railway, and all accommodation and other works whatsoever which may be necessary or proper for the purposes of the railway and the traffic thereon respectively and which the Owing Company would have to construct if the line were worked by themselves.

Article 4.—The Owing Company shall at their own expense, during one year after the opening of the railway for public traffic, uphold, maintain, and repair all the structural and other works thereof, including the permanent way, wire fences, buildings, and other works and conveniences, and the workmen engaged in the maintenance thereof shall during the said period be approved of by and be under the control of the engineers of the Owing Company and of the Working Company respectively.

Article 5.—At the end of the said period of one year from the completion or opening of the railway for public traffic, the Owing Company shall hand over to the Working Company the said works and conveniences comprised in Article 4 in good working order and condition, subject to the reasonable approval of the engineer of the Working Company, or, in case of difference between him and the Owing Company's engineer, of an engineer mutually agreed upon or appointed by the Board of Trade, and the Working Company shall thereupon uphold and maintain the same in like good working order and condition (fair wear and tear excepted) for a period of 21 years from the completion of the line, and shall during the first ten years provide for renewals of the permanent way, and put in place all rails, sleepers, chairs, fastenings, points, and crossings which may be necessary, if at all, from time to time to maintain the permanent way in thorough efficiency to the reasonable satisfaction of the Owing Company's engineer ; but after the period of ten years from such completion the Owing Company shall supply and put in place (except as specified in Article 7 of this agreement) in a sufficient manner all sleepers, rails, points and crossings, chairs and fastenings, which may be necessary from time to time after said ten years for the renewal

of the permanent way of the railway, and in case the Owing Company shall for fourteen days after notice in writing for that purpose served on them at their office at Coleraine by or on behalf of the Working Company neglect to supply or put in place such materials as may be necessary for the renewal of the permanent way, the Working Company may after such period supply and put in place the same, and may charge the reasonable cost and expense thereby incurred against the Owing Company; but no such notice shall be required to be given by the Working Company if the safety of the passengers, goods, cattle, or other traffic of the said line of railway require such work to be done without delay.

Article 6.—The Owing Company shall not make or construct any station upon the railway other than the stations mentioned in Article 2 without the consent of the Working Company first had and obtained.

Article 7.—After the first ten years the Working Company shall, as far as may be practicable, by their own ordinary staff of workmen put in place the materials for renewal of permanent way which are to be supplied by the Owing Company as provided in Article No. 5 of this agreement, viz., rails, sleepers, points, crossings, and fastenings; but the Owing Company shall bear the expense of all labour and work (if any) over and above such as can be properly executed by the ordinary staff of workmen employed for the time being by the Working Company in maintaining and renewing the permanent way and works, such staff being equal in number and efficiency to the years previous.

Article 8.—The Owing Company shall bear and pay all premiums on policies of fire insurance on their own buildings, and also all rates properly chargeable on the occupiers or owners of the railway, including tithes, rentcharges, and rent; but the Working Company shall pay and discharge all poor rates and grand jury cess for the time being payable in respect of the railway or any part thereof.

Article 9.—This agreement shall be and remain in force for the full term of twenty-one years from the completion or opening of the railway for public traffic.

Article 10.—So soon as the Owing Company shall have obtained the certificate of the Board of Trade that the line may be opened for public traffic, and within seven days after notice of same has been given to the secretary of the Working Company, the said Working Company shall open the railway for public traffic, and from and after such opening as aforesaid shall, during the continuance of this agreement, work, run over, and use the railway and the sidings, junctions, stations, erections, works, and other things thereunto belonging, and shall manage, work, and carry on the traffic of passengers, parcels, goods, minerals, mails (if obtained), cattle and other animals, and other matters upon the said railway, and shall afford all proper and sufficient facility for the reception, transmission, and interchange of such traffic, so as fully to develop, protect, and maintain the same, and shall provide and supply all proper traffic and locomotive superintendence, clerks, ticket-collectors, station-masters, stokers, engine-drivers, guards, porters, and other officers and servants (the secretary and his staff excepted) for the railway and traffic thereof, and shall have the exclusive appointment and removal of the said officers and servants, and shall pay their respective salaries and wages, and shall supply all rolling stock, locomotive engines, carriages, trucks, plant, tools, machinery, stores, materials, and other things necessary for the proper and efficient working of the railway and the traffic thereof; and all stores and stationery, engines and rolling stock, and other

[Ch. cxii.] *The Derry Central Railway Act, 1877.* [40 & 41 VICT.]

A.D. 1877.

details shall not be inferior to the stores, stationery, engines, and rolling stock being from time to time on the Working Company's railway; and the speed of trains from time to time shall be equal to the speed of trains maintained on the Working Company's railway; also the class of officers and servants shall be in every respect equal to those employed on the Working Company's lines.

Article 11.—The Working Company shall for the purposes and with the objects mentioned in the last preceding article, during the continuance of this agreement, on each day of the week except Sunday run not less than three trains carrying passengers each way over the entire length of the railway from Coleraine to Magherafelt, and on Sunday not less than one train each way, with such additional or special trains as the joint committee or referee shall consider necessary for the efficient working and development of the traffic of the railway, and when the Owing Company's route is the shortest, as between the Owing Company's line and the Working Company's line in Ireland, shall send or carry such traffic thereby, and where places can be served by both routes the Working Company shall not encourage competition by charging lower rates on their own system of railway, and where the places are equally distant by both routes the Working Company shall not charge lower rates for the traffic on their line than shall be charged on the Owing Company's railway.

The joint committee shall deal with exceptions to this article, and no change shall be made in the rates or arrangement of the traffic upon the railway unless the same shall have been first agreed upon by the joint committee.

Article 12.—The time-tables of the railway shall be so arranged that the line may be worked with only two engines in steam on week days so long as three trains only are run per day, and one engine on Sunday so long as one train only is run, as mentioned in the last preceding article.

Article 13.—The gross receipts arising from the railway and the traffic thereon from every source between Coleraine and Magherafelt inclusive shall be received by the Working Company, and be thus divided and apportioned:

(A.) The Working Company shall retain out of the gross receipts 70 per cent. in every year until the gross receipts from the opening average £12,500 per annum, and if the receipts for the first year exceed £12,500 per annum, and are not more than £13,000, or after the receipts average from the opening £12,500 per annum and until the receipts of any one year from that date are more than £13,000, the Working Company shall retain 70 per cent. of the gross receipts.

(B.) If the receipts for the first year exceed £13,000, or as soon as the average receipts from the opening exceed £12,500 per annum, the following per-centages shall be retained by the Working Company, viz.:

$\left\{ \begin{array}{l} 67\frac{1}{2} \text{ per cent. if the receipts for any one} \\ \text{year are more than} \end{array} \right.$		£13,000	and not more than	£14,000
65	”	£14,000	”	£15,000
62 $\frac{1}{2}$	”	£15,000	”	£16,000
60	”	£16,000	”	£17,000
57 $\frac{1}{2}$	”	£17,000	”	£18,000
55	”	£18,000	”	£19,500
52 $\frac{1}{2}$	”	£19,500	”	£21,000
50	”	£21,000	”	

(C.) The per-centage of gross receipts to be deducted as aforesaid by the Working Company shall include all payments to be made to them by

the Owing Company in respect of their doubling and maintaining (single or double) the line of railway between Macfinn and Coleraine, and for the running over and using same by the Owing Company, and for the use of the passengers and goods stations now existing at Coleraine and Magherafelt for the purposes of the Owing Company's traffic, and for any alterations which may hereafter be made during the term of this agreement at Coleraine Station.

(D.) The remaining 30 per cent., 32½ per cent., 35 per cent., 37½ per cent., 40 per cent., 42½ per cent., 45 per cent., 47½ per cent., and 50 per cent., as the case may be, of the gross receipts shall be paid over to the Owing Company.

(E.) The division shall be made half-yearly on the 30th day of June and 31st day of December, the proportion of the Working Company for the first half year being taken at 70 per cent., and for the first half year of every succeeding year at the same rate per cent. as the previous year, and the adjustment of the per-centage for the entire year to be made upon the gross receipts of the year; provided that if any dispute shall arise as to the amount of such gross receipts same shall be settled by an accountant mutually chosen by both said companies or by a referee.

Article 14.—Proper and regular books of account, such as are usually kept by railway companies in relation to their traffic and to their receipts, shall at all times be kept by the Working Company of and in relation to the traffic carried upon the railway, and to the receipts for the same, and shall be at all reasonable times open to the directors and officers of the Owing Company to examine and take copies thereof or extracts therefrom.

Article 15.—The Working Company shall on every Wednesday in each week furnish to the Owing Company an approximate return of the traffic account of the railway for each week next preceding, and shall also in the third week of each month furnish to the Owing Company a return of the actual traffic on the railway for each month next preceding, and the Working Company shall whenever thereunto reasonably required by the Owing Company duly verify every such last-mentioned return.

Article 16.—The local traffic account shall be audited during the said term by the Working Company without any charge against the Owing Company therefor, and the through traffic accounts shall be audited by the Railway Clearing House or the Irish Railway Clearing House at the expense of the Working Company.

Article 17.—Where any traffic shall be carried partly over the railway of the Working Company and partly over the railway of the Owing Company the proportion of tolls for such traffic to be credited to each company shall be as follows :

For terminals.—The terminals which shall be allowed or paid from time to time under the regulations of the Irish Railway Clearing House, or failing any such terminals, then such terminals as may be for the time being in operation as between the principal railway companies in Ireland, the Owing Company to be entitled to terminals on all through traffic received or sent from all stations on their own line and at Coleraine and Magherafelt.

For mileage.—The usual division of receipts according to the actual

[Ch. cxii.] *The Derry Central Railway Act, 1877.* [40 & 41 VICT.]

A.D. 1877.

mileage traversed by such traffic over the railways of the two companies respectively.

Article 18.—The traffic on the railway shall be managed and controlled by a joint committee of four persons, two of whom shall be nominated by the Owing Company and two by the Working Company, and such joint committee shall nominate a chairman, who shall have no casting vote; but if a difference of opinion arise, and the said committee are equally divided, then such difference shall be adjusted by a referee to be appointed from time to time by the said joint committee.

Article 19.—The joint committee shall fix all local and through rates and make a complete system of through booking between such of the stations on the railway as the said committee shall determine and the Working Company's system of railway, and the said committee shall establish through booking arrangements between the stations on the railway and the stations belonging to such of the railway companies in England and Scotland as will enter into such booking arrangements with the committee via the ports of Larne, Belfast, Derry, Portrush, or Coleraine, provided that the steam packet companies whose steamers ply between these ports are parties to the Irish and English Traffic Conference.

Article 20.—If during the term of this agreement it shall become necessary by virtue of any Act of Parliament or by order of the Board of Trade for the Working Company to make any expenditure on the railway for constructing or altering the block system signals or other works of a like nature not provided for by this agreement, the Owing Company shall bear the expenditure thereby reasonably and properly incurred by the Working Company.

Article 21.—Upon the termination of this agreement, and in case no new agreement shall have been entered into by and between the said companies parties hereto for the working and management of the railway, then and in such case the terms, conditions, and regulations to which the Owing Company shall be subject in respect of the use of so much of the Working Company's railway now existing or hereafter to be constructed as lies between the station of the said railway at Coleraine and the junction of the railway near Macfinn shall be in accordance with the provisions of the 42nd and 46th sections respectively of the "Derry Central Railway Act, 1875;" but the consideration to be paid by the Owing Company for running over and using the Working Company's line of railway between the places aforesaid shall be 3 per cent. on the sum to be expended by the Working Company in doubling their line between Macfinn and Coleraine for the accommodation of the traffic of the Owing Company.

Article 22.—In case there should be no new agreement as aforesaid, and the Owing Company shall require the use of the Working Company's goods or passenger station at Coleraine, the Owing Company shall pay such rent therefor as may be agreed upon between the two companies, but if the Owing Company shall not at the termination of this agreement require the joint use of the said goods or passenger station at Coleraine, then the Owing Company shall pay to the Working Company such share of the outlay on the station at Coleraine as shall have been made for the accommodation of the railway and not then required for the exclusive use of the Working Company's railway, the amount thereof to be agreed upon between the companies, and if any difference shall arise between the companies as to the amount of such rent or share of outlay respectively, such difference shall from time to time be settled by an arbitrator to

be mutually agreed on, or failing agreement by an arbitrator appointed by the Board of Trade, and the arbitrator to whom the matter may be referred shall determine the amount of such rent or share of outlay, and the awards from time to time of the arbitrator shall be binding upon the companies, and shall be obeyed by them respectively, provided that the arbitrator shall have regard to the fact that such outlay on buildings at Coleraine had been made, if such should be the fact, on lands the absolute and exclusive property of the Working Company, and provided also, that all expenditure at Coleraine upon which the Working Company intend to claim any repayment from the Owing Company shall be approved of by the engineer of the Owing Company, such approval to be testified by writing endorsed hereon and signed by him.

Article 23.—Any difference or dispute arising between the said companies during the said term of twenty-one years, or within six months after the termination thereof, as to the construction, intent, or effect, performance or observance of this agreement, or any clause or provision thereof, or upon or in respect of the carrying the provisions of this agreement, or any of them, into effect, shall be settled and determined from time to time by such person or persons as may be mutually agreed upon, or failing such agreement by arbitration in the manner provided by “The Railway Companies Arbitration Act, 1859,” and the costs of such arbitration shall be in the discretion of the referees.

Article 24.—The Working Company will bear and pay or make good all losses, damages, injuries, and expenses on traffic, as well passenger as goods, on the railway occasioned during the term by or in connexion with the working of the railway, or any act or default of the Working Company or their officers or servants in or about the reception, accommodation, conveyance, or delivery of the said traffic, and will fully and freely indemnify and save harmless the Owing Company from and against all liability, claims, and demands in respect of such loss, damage, injury, and expenses.

Article 25.—The Owing Company and their engineer and agents may at all times lawfully enter upon the railway and works for the purpose of viewing the state of repair of such railway and works. In witness whereof the companies parties hereto have hereunto respectively affixed their common seals respectively the day and year first herein written.

Sealed and delivered by the said Derry Central Railway Company under their common seal.

In presence of

JAS. BLAIR STIRLING, Secretary.



Sealed and delivered by the said Belfast & Northern Counties Railway Company under their common seal.

In presence of

CHAS. STEWART, Secretary.



1942

1943

1944

1945

1946

1947

1948

1949

1950

1951

1952

1953

1954

1955

1956

1957

1958

1959

1960

1961

1962

1963

1964