



CHAPTER xxxviii.

An Act to confer further powers on the Midland Great Western Railway of Ireland Company and for other purposes. A.D. 1886.
[4th June 1886.]

WHEREAS it is expedient that the powers herein-after contained should be conferred on the Midland Great Western Railway of Ireland Company (in this Act called "the Company") :

And whereas the railways of the Ballinrobe and Claremorris Light Railway Company Limited and the Loughrea and Attymon Light Railway Company Limited (in this Act respectively referred to as "the Light Railways" and "the Light Railway Companies") will connect with the railways of the Company and it is expedient that the agreements between the Light Railway Companies respectively and the Company set forth in the schedules to this Act should be confirmed and made binding on the parties thereto :

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) :—

1. This Act may be cited as the Midland Great Western Railway of Ireland Act 1886. Short title.

2. The agreements set forth in the first and second schedules to this Act are hereby respectively confirmed and made binding on the parties thereto (that is to say) :— Agreements set forth in schedules confirmed.

1. An agreement dated the second day of March one thousand eight hundred and eighty-six and made between the Ballinrobe and Claremorris Light Railway Company Limited of the one part and the Company of the other part.

2. An agreement dated the second day of March one thousand eight hundred and eighty-six and made between the Loughrea

A.D. 1886.

and Attymon Light Railway Company Limited of the one part and the Company of the other part.

Tolls on traffic conveyed partly on the railway of the Company and partly on the Light Railways.

3. During the continuance of the agreements set forth in the schedules to this Act the Light Railways and the railways of the Company shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the Light Railways and partly on the railways of the Company for a less distance than four miles tolls and charges may only be charged as for four miles and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the Light Railways and partly on the railways of the Company.

Not to take lands or interfere with railway of Midland Great Western Railway Company except for the purpose of junctions.

4. It shall not be lawful for the Light Railway Companies or either of them to enter upon occupy or use either permanently or temporarily any of the lands works or property of the Company or in any manner to alter vary or interfere with the railway of the Company or the works of or connected therewith without the consent of the Company under their common seal save only for the purpose of effecting junctions with the railway of the Company and the Company may at any time or times hereafter should it in their opinion be necessary for them to do so at their own expense alter or remove such junctions and substitute new junctions therefor but so as such alteration or removal or substituted junctions shall not stop the traffic of the Light Railways or unnecessarily interfere therewith or cause increased expense to the Light Railway Companies in the working or maintenance of the junctions or the substituted junctions as the case may be or the signals works and conveniences connected therewith respectively.

Terminal charges.

5. The Company may in addition to the authorised tolls and rates in respect of the use of their railway demand and take a reasonable charge for loading and unloading and covering and uncovering goods at any terminal station and for collection and delivery and any other service incidental to the business or duty of a carrier where such service is performed by the Company Provided always that no station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat by the consignee.

6. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise trains on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling :

A.D. 1886.

Classification
table to be
open to
inspection
and copies
to be sold.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways of the Company render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified :

Accounts to
be rendered
as to ter-
minal charge.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

Penalty.

7. Nothing in this Act contained shall exempt any Company in this Act mentioned or the railway of any such Company 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 the rates for small parcels authorised to be charged by the said companies respectively.

Provisions as
to general
Acts.

8. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Expenses of
Act.

A.D. 1886.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AGREEMENT made the second day of March 1886 between the Ballinrobe and Claremorris Light Railway Company Limited (hereinafter called the Ballinrobe Company) of the one part and the Midland Great Western Railway of Ireland Company (hereinafter called the Midland Company) of the other part.

Preamble:

WHEREAS a company has been formed for the purpose of promoting constructing equipping maintaining and working under the provisions of the Tramways (Ireland) Act and the Tramways and Public Companies (Ireland) Act 1883 a Light Railway undertaking between Claremorris where it is intended to form a junction with the Midland Company and Ballinrobe for which a guarantee has been granted by the Grand Jury of the county of Mayo as authorised by the Tramways and Public Companies (Ireland) Act 1883 :

And whereas it is intended to apply for a Privy Council Order to confirm same :

Working
arrangements
with Midland
Company for
fifty years.

And whereas the Directors of the Midland Company (subject to the approval of their shareholders) have agreed to enter into working and other arrangements herein-after contained for a term of fifty years :

Now therefore these presents witness and it is hereby mutually agreed and declared as follows :

Railway to be
handed over
constructed
and buildings
and works
completed
similar to
Midland line.

1. The Ballinrobe Company in consideration of the Midland Company entering into this agreement undertake to construct and hand over completed in every way a railway (hereinafter called "the railway") the width of said railway and the height of the embankments thereof being described in the schedule hereto constructed with rails fastenings sleepers bridges culverts girders water-courses water supplies gates fences stations platforms sidings under passes signals and all other necessary works of the same substantial descriptions as those in existence on the Midland Company's line suitable in every respect for the running of the engines and rolling stock of the Midland Company It is also agreed that the railway and works so to be constructed shall be subject to the inspection of the Midland Company's engineer for the time being and be so constructed as to satisfy him as to its permanency and also so constructed as to pass the requirements of the Board of Trade and shall be handed over to the Midland Company in regard to its permanent way stations buildings sidings platforms conveniences water-courses water supplies bridges culverts gates fences signals and all other necessary works in such substantial and permanent condition as will in the opinion of the engineer for the time being of the Midland Company be equal in every respect to the best steel laid portion of

Railway and
works to be
subject to
inspection of
Midland Com-
pany's engineer
and to pass
requirements
of Board of
Trade.

the Midland Company's existing line between the Ballyhaunis and Claremorris Stations it being hereby agreed upon between the Ballinrobe Company and the Midland Company that the traffic and station accommodation to be provided by the Ballinrobe Company at Ballinrobe shall not be less than the accommodation provided at the Midland Company's station at Longford which is to be taken as a standard. It is hereby agreed between the Ballinrobe Company and the Midland Company that the works and requirements in schedule hereto shall be carried out by the Ballinrobe Company. If any question or dispute shall arise with reference to the nature character or permanency of the said works it shall in the event of disagreement be referred at the instance of either party to the engineer for the time being of the Great Southern and Western Railway of Ireland or to the engineer for the time being of the Great Northern Railway of Ireland or to the engineer for the time being of the Dublin Wicklow and Wexford Railway or such one of them as will agree to act whose decision including the question as to costs of reference shall be final. The appointment of such engineer shall in the event of dispute as to which of said engineers shall be appointed and of two or more of said engineers being willing to act be decided by lot and should one only of said engineers agree to act the reference hereby provided for shall be made to such one provided however that in reference to the permanency of the works of the railway the said referee shall not disturb or interfere with the decision of the engineer of the Midland Company unless and so far as same shall be clearly unreasonable in the opinion of such referee having regard to the terms of this agreement whereby the permanency of the said works is intended to be secured.

2. The Midland Company will at their own expense provide such suitable station accommodation for passengers and goods traffic with points crossings signals and water supply &c. as may be required at Claremorris the Ballinrobe Company providing any additional land for the purpose as may be considered necessary in the opinion of the Midland Company's engineer and with the exception of providing the land and carrying a single line of way to the edge of the Midland Company's line the Ballinrobe Company are not to be at any expense with reference to the Claremorris station.

3. So soon as and after the railway has been constructed as aforesaid and been inspected by the Board of Trade and authorised to be opened for public traffic the Midland Company shall take over the railway and after the same has been taken over by the Midland Company and during the continuance of the term of fifty years from the date of such taking over of the railway the Midland Company shall and will at their own expense and with their own engines carriages and waggons work the railway in connexion with and in continuation of their own lines of railway and shall and will provide and pay for all locomotive power rolling stock plant superintendents police porters and other servants and all horses carriages and conveniences necessary and proper in the opinion of the Midland Company for so carrying on and working the traffic of the railway.

4. The Midland Company shall at all times during the continuance of the said term be responsible for keeping and maintaining the railway and the permanent way thereof with all bridges culverts water-courses gates fences sidings works and conveniences connected therewith for the time being in

A.D. 1886.

Station accommodation at Ballinrobe.

Works to be carried out by Ballinrobe Company.

Disputes as to reasonableness of works required to be referred to arbitration.

Such reference not to interfere with decision of engineer of Midland Company as regards permanency of works unless same shall seem clearly unreasonable to referee.

Station accommodation &c. at Claremorris to be provided by Midland Company but Ballinrobe Company to provide any additional land required.

Railway when completed to be taken over and worked by Midland Company.

Railway to be maintained by Midland Company during term and

A.D. 1886.

delivered up
at expiration
in good work-
ing order.

Midland Com-
pany entitled
during agree-
ment to
exercise rights
and powers of
Ballinrobe
Company.

Expenses of
maintaining
and working
railway to be
borne by Mid-
land Company.

Expenses to be
borne by
Ballinrobe
Company.

Train service.

Division of
gross traffic
receipts.

If any default
in working the
Ballinrobe
Company to be

efficient repair and good working order and condition and so deliver up the same to the Ballinrobe Company at the expiration of this agreement reasonable wear and tear excepted.

5. The Midland Company are to have and be entitled during the continuance of the said term to all the rights and powers of the Ballinrobe Company and they may make and levy the rates tolls and charges authorised by and may exercise and enjoy all other the powers rights and privileges of the Ballinrobe Company including the making and enforcing of byelaws under the foregoing Act or any Act in force for the time being with regard to railways or light railways so far as they relate to or otherwise arise out of the user working or maintenance of the railway and the tolls rates terminals and charges leviable in respect of the traffic thereon and for any of the services performed or accommodation found in respect thereof and the Midland Company may and are hereby authorised to use the name of the Ballinrobe Company or the name of the Midland Company for the purpose of exercising and enforcing such rights powers and privileges nevertheless indemnifying and saving harmless the Ballinrobe Company in that behalf.

6. The Midland Company shall bear and pay (except as herein otherwise provided) all outgoings and all other expenses of or incident to the railway and the maintenance the user working and traffic thereof and usually paid out of or chargeable on revenue except passenger duty or tax (should it hereafter be imposed) and the property or income tax for the time being payable in respect of the payments to be made by the Midland Company to the Ballinrobe Company by virtue of these presents and also except one moiety of poor rates county cess and one moiety of such other taxes (if any) created or to be created as may affect land or any interest therein or the earnings of said railway or otherwise onerate same and also except all such other payments as by the clauses herein contained it is stipulated are to be borne and paid by the Ballinrobe Company The Ballinrobe Company shall also bear and satisfy all tithe or other rentcharges also all charges for or on account of Clearing House expenses incidental to work done by the Clearing House for the Ballinrobe and Claremorris line in apportioning the traffic.

7. The Midland Company will for the purpose of the traffic of the railway run two passenger or mixed trains each way on each week day between Ballinrobe and Claremorris and no greater number of trains unless it shall seem to the Midland Company suitable to do so in the exercise of their absolute discretion.

8. The Midland Company shall during the continuance of said term be entitled to retain fifty per centum of the gross receipts from traffic for their own use and shall account and pay to the Ballinrobe Company the remaining fifty per cent. less by such deductions for the proportion of taxes and other outgoings as should be borne by the Ballinrobe Company under this agreement.

9. The Midland Company will in the exercise of the rights and privileges under this agreement perform and observe in all respects the several provisions in respect to the working of the railway and the traffic thereon contained in

any Order or Act for the time being in force concerning the railway and at all times indemnify the Ballinrobe Company against all penalties prosecutions losses damages costs and expenses claims and demands whatsoever occasioned or incurred by reason of any act or default of the Midland Company or any of their directors agents officers or servants in relation to the working by the Midland Company of the railway or any part thereof or to any traffic thereon.

A.D. 1886.

exempt from
all penalties
or losses.

10. The Midland Company will monthly during the continuance of this agreement pay over to the Ballinrobe Company as and by way of consideration for such rights and privileges as are hereby conceded to the Midland Company and as their proportion of the gross receipts arising from the railway and the traffic thereon fifty per cent. of such receipts subject to such deductions as aforesaid and the remainder shall be retained by the Midland Company.

Monthly
settlements.

11. The word "traffic" whenever occurring in these presents shall mean and include all such passengers' small parcels animals goods mineral and other traffic whatsoever to be transmitted or conveyed in or over the railway or any part thereof and if any such traffic shall be so transmitted or conveyed for or by persons providing their own locomotive or moving power there shall in every such case be added to the tolls paid by such persons and credited to the account of gross receipts such a sum as shall fairly represent the cost of locomotive power and be settled in case of difference by arbitration as herein-after mentioned.

Definition of
word "traffic."

12. Where any traffic shall be carried partly over the railway and partly over the Midland Company's railway the proportion of tolls for such traffic to be credited to each company shall be as follows:—

Division of
"through
traffic."

As respects all traffic between stations on Midland Company's railway and the stations on the railway as follows:—

The terminals of one shilling per ton to each company on goods and one shilling per waggon for live stock.

For mileage a division of the total receipts (after deduction of such terminals) and of Government duty on passengers should such duty be hereafter imposed by Parliament according to the actual mileage traversed by such traffic over the railways of the two companies respectively.

13. Proper and regular books of account such as are usually kept by railway companies in relation to their traffic and to their receipts or proportion of receipts shall at all times be kept by the Midland Company of and in relation to the traffic carried upon the railway and to the gross receipts for the same and shall at all reasonable times after the lapse of forty-eight hours from the receipt by the Midland Company's secretary of written notice to that effect from the Ballinrobe Company's secretary be open to the directors and officers of the Ballinrobe Company to examine and take copies thereof or extracts therefrom and the Midland Company shall transmit to the Ballinrobe Company within thirty days after the end of every calendar month an accurate account showing the actual amount of gross receipts of the said traffic applicable to the railway for the calendar month next preceding.

Books of
account to be
kept by Mid-
land Company
and may be
examined by
the Ballinrobe
Company.

A.D. 1886.

All traffic to be
duly accounted
for by Midland
Company.

Abstracts of
accounts to be
furnished
monthly to
Irish Clearing
House for
apportionment
of receipts.

Serving of
notices.

Apportionment
of receipts for
broken period.

Rendering of
half-yearly
accounts.

Ballinrobe
Company to
indemnify Mid-
land Company
from liability
to capital
moneys
charges and
debts of under-
taking.

Neither Com-
pany to enter
into any con-
tract or
arrangement
without pre-
vious consent.

14. The Midland Company will duly and faithfully account to the Ballinrobe Company for and in respect of all the gross receipts of and from all traffic as aforesaid and of and from all other (if any) the traffic upon or over the railway from whatever source arising.

15. Abstracts of the monthly accounts of the traffic herein-before provided to be prepared and kept by the Midland Company shall with all reasonable despatch be furnished monthly to the Irish Railway Clearing House to be there investigated and the per-centages payable by the Midland Company to be apportioned and settled between the two companies according to the provisions of this agreement and the certificate of the secretary to the Irish Railway Clearing House for the time being shall be regarded as sufficient and final hereon.

16. Every notice account or other writing to be given or transmitted for any of the purposes of this agreement by or on the part of either of the Companies parties hereto to the other of them shall be deemed to be duly given or transmitted if it be signed by the chairman secretary or other authorised officer of the Company by or on the part of which it is given or transmitted and be left as to the Midland Company at the principal office of the Broadstone Station Dublin or be delivered personally to the secretary of that Company and as to the Ballinrobe Company if it be left at their registered office or be delivered personally to the secretary of that Company.

17. If the railway or any part thereof shall be opened for public traffic on any other day than the thirty-first day of March and thirtieth day of September then the first half-yearly apportionment of receipts shall be apportioned to the broken half-year.

18. The Midland Company will on or before the first day of June and the first day of December in every year transmit to the Ballinrobe Company an accurate account of all traffic and tolls and freights thereon which shall have been received or be receivable by the Midland Company in respect of which the Ballinrobe Company shall be interested for the half-year preceding to thirty-first March or thirtieth September respectively and will on or before the said first June or first December pay over to the Ballinrobe Company the proportion thereof payable to the last-mentioned Company And no accounts furnished as aforesaid shall be open to objection by either party after the lapse of six months from the furnishing of such accounts.

19. During the continuance of the said term the Ballinrobe Company shall in all respects save defend and keep harmless the Midland Company from all liability for capital moneys secured by mortgages or bonds of the Ballinrobe Company and also all capital charges and debts of the same Company to which the railway or any part thereof either now is or shall at any time during the term become liable.

20. Neither of the Companies parties hereto will without the previous consent in writing under the common seal of the other Company make or enter into any contract or arrangement with any other Company or person which shall disable the respective Companies or either of them from carrying this agreement into effect.

[49 VICT.] *Midland Great Western Railway* [Ch. xxxviii.]
of Ireland Act, 1886.

A.D. 1886.

21. This agreement shall continue in force for a period of fifty years from the date of the taking over of the railway by the Midland Company.

Term of agreement.

22. The Midland Company paying the per-centage herein-before mentioned and performing the covenants on their part to be performed shall and may peaceably and quietly have hold and enjoy the railway with the appurtenances during the term hereby granted without the let hindrance interruption or disturbance of the Ballinrobe Company their successors or assigns and notwithstanding any act deed matter or thing heretofore made done or suffered by or against the Ballinrobe Company.

Midland Company to hold railway during term without disturbance.

23. If and whenever any difference arises between the two Companies touching the carrying into effect of any of the articles of this agreement or touching the working of the said traffic or touching any breach or non-performance or alleged breach or non-performance of this agreement other than the matters herein-before agreed to be referred under and by the first clause of this agreement every such difference shall except as herein otherwise provided be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859.

Differences other than provided for in first clause to be referred to arbitration in accordance with Act of 1859.

24. The Midland Company shall in the present session apply to Parliament for a confirmation of this agreement and for powers to carry same into effect and the Ballinrobe Company shall at their own expense if required to do so give all aid in their power to the successful prosecution of such application and this agreement shall be subject to such alterations as Parliament may think fit to make but if any material alterations are made either party may withdraw from it.

Midland Company to apply for Parliamentary confirmation of agreement.

25. This agreement is also subject to the condition that same and the Privy Council Order to be obtained by the Ballinrobe Company under the provisions of the Tramways (Ireland) Acts &c. shall be approved of by the shareholders of the Midland Company or a requisite majority thereof.

Agreement and Privy Council Order subject to the approval of Midland Company's shareholders

In witness whereof the Ballinrobe and Claremorris Light Railway Company Limited and the Midland Great Western Railway of Ireland Company have caused their respective common seals to be hereunto affixed the day and year first herein written.

SCHEDULE referred to in foregoing Agreement.

All slopes of embankments, and cuttings shall be formed to an inclination of $1\frac{1}{2}$ feet horizontal to one foot perpendicular except of rock cuttings which shall be formed of one-half foot horizontal to one foot perpendicular.

The widths (when soiled) of embankments at the level of formation shall be eighteen feet of cuttings in clay seventeen feet and of cuttings in rock sixteen feet.

The surface of formation shall be hand-pitched fourteen feet wide and to a depth of nine inches with large broken stone and the pitching shall be covered to a width of ten feet with ballast reaching to the top of sleepers.

The total depth from rail level to formation level not to be less than two feet.

A.D. 1886.

The station to be provided at Ballinrobe to be similar in accommodation to that at Longford and the construction to be in accordance with the approval of the engineer-in-chief of the Midland Great Western Railway of Ireland Company to whom plans and specifications must be submitted and approved of before the works are commenced.

Intermediate stations to have station-master's house and offices waiting-rooms goods store for two waggons cattle platform sidings and all the usual and necessary works for a station. Plans and specifications to be submitted and approved of by engineer-in-chief of Midland Great Western Railway of Ireland before the works are commenced.

Seal of
Ballinrobe
Company.

EBEN. W. HENRY, Chairman.

T. R. MELLOR, Director.

HENRY ROBERTSON, Secretary.

Seal of
Midland
Company.

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

GEO. WM. GREENE, Secretary.

SECOND SCHEDULE.

AGREEMENT made the second day of March 1886 between the Loughrea and Attymon Light Railway Company Limited (herein-after called the Loughrea Company) of the one part and the Midland Great Western Railway of Ireland Company (herein-after called the Midland Company) of the other part.

Preamble.

WHEREAS a Company has been formed for the purpose of promoting constructing equipping maintaining and working under the provisions of the Tramways (Ireland) Act and the Tramways and Public Companies (Ireland) Act 1883 a light railway undertaking between Attymon where it is intended to form a junction with the Midland Company and Loughrea for which a guarantee has been granted by the grand jury of the county Galway as authorised by the Tramways and Public Companies (Ireland) Act 1883 :

And whereas it is intended to apply for a Privy Council Order to confirm the same :

Working
arrangements
with Midland
Company for
fifty years.

And whereas the directors of the Midland Company (subject to the approval of their shareholders) have agreed to enter into working and other arrangements herein-after contained for a term of fifty years Now therefore these presents witness and it is hereby mutually agreed and declared as follows :—

Railway to be
handed over
constructed

1. The Loughrea Company in consideration of the Midland Company entering into this agreement undertake to construct and hand over completed

in every way a railway (herein-after called the railway) the width of said railway and the height of the embankments thereof being described in the schedule hereto constructed with rails fastenings sleepers bridges culverts girders water-courses water supplies gates fences stations platforms sidings under passes signals and all other necessary works of the same substantial descriptions as those in existence on the Midland Company's line suitable in every respect for the running of the engines and rolling stock of the Midland Company and that there shall not be any gradient on the railway steeper than one in one hundred except on that portion of the railway between three miles four furlongs from commencement to four miles three furlongs on which portion the gradient is not to exceed one in eighty It is also agreed that the railway and works so to be constructed shall be subject to the inspection of the Midland Company's engineer for the time being and be so constructed as to satisfy him as to its permanency and also so constructed as to pass the requirements of the Board of Trade and shall be handed over to the Midland Company in regard to its permanent way stations buildings sidings platforms conveniences water-courses water supplies bridges culverts gates fences signals and all other necessary works in such substantial and permanent condition as will in the opinion of the engineer for the time being of the Midland Company be equal in every respect to the best steel laid portion of the Midland Company's existing line between the Ballinasloe and Woodlawn stations it being hereby agreed upon between the Loughrea Company and the Midland Company that the traffic and station accommodation to be provided by the Loughrea Company at Loughrea shall not be less than the accommodation provided at the Midland Company's station at Longford which is to be taken as a standard It is hereby agreed between the Loughrea Company and the Midland Company that the works and requirements in schedule hereto shall be carried out by the Loughrea Company If any question or dispute shall arise with reference to the nature character or permanency of the said works it shall in the event of disagreement be referred at the instance of either party to the engineer for the time being of the Great Southern and Western Railway of Ireland or to the engineer for the time being of the Great Northern Railway of Ireland or to the engineer for the time being of the Dublin Wicklow and Wexford Railway or such one of them as will agree to act whose decision including the question as to costs of reference shall be final The appointment of such engineer shall in the event of dispute as to which of said engineers shall be appointed and of two or more of said engineers being willing to act be decided by lot and should one only of said engineers agree to act the reference hereby provided for shall be made to such one provided however that in reference to the permanency of the works of the railway the said referee shall not disturb or interfere with the decision of the engineer of the Midland Company unless and so far as same shall be clearly unreasonable in the opinion of such referee having regard to the terms of this agreement whereby the permanency of the said works is intended to be secured.

A.D.-1886.

and buildings
and works
completed
similar to
Midland line.Railway and
works to be
subject to
inspection of
Midland Com-
pany's engineer
and to pass
requirements
of Board of
Trade.Station at
Loughrea.Works to be
carried out by
Loughrea
Company.Disputes as to
reasonableness
of works
required to be
referred to
arbitration.Such reference
not to interfere
with decision
of engineer of
Midland Com-
pany as regards
permanency of
works unless
same shall
seem clearly
unreasonable
to referee.

2. The Midland Company will at their own expense provide such suitable station accommodation for passengers and goods traffic with points crossings signals and water supply &c. as may be required at Attymon the Loughrea

Station accom-
modation &c.
at Attymon
to be provided

A.D. 1886.

by Midland
Company
but Loughrea
Company to
provide any
additional land
required.

Contribution
by Midland
Company of
four thousand
eight hundred
pounds towards
construction of
line.

Railway when
completed to
be taken over
and worked
by Midland
Company.

Railway to be
maintained by
Midland Com-
pany during
term and
delivered up
at expiration
in good work-
ing order.

Midland Com-
pany entitled
during agree-
ment to
exercise rights
and powers of
Loughrea
Company.

Company providing any additional land for the purpose as may be considered necessary in the opinion of the Midland Company's engineer and with the exception of providing the land and carrying a single line of way to the edge of the Midland Great Western Company's line the Loughrea Company are not to be at any expense with reference to the Attymon station. The Midland Company will also pay to the Loughrea Company upon the completion and handing over to them of the railway aforesaid the sum of four thousand eight hundred pounds as a contribution by the Midland Company for having and in consideration of having the line constructed with a permanent way including rails sleepers and fastenings similar and equal to those now being used by the Midland Company and for and in consideration of strengthening the line bridges girders culverts and under passes and making the gradients and curves to the satisfaction of the engineer of that Company as aforesaid.

3. So soon as and after the railway has been constructed as aforesaid and been inspected by the Board of Trade and authorised to be opened for public traffic the Midland Company shall take over the railway and after the same has been taken over by the Midland Company and during the continuance of the term of fifty years from the date of such taking over of the railway the Midland Company shall and will at their own expense and with their own engines carriages and waggons work the railway in connexion with and in continuation of their own lines of railway and shall and will provide and pay for all locomotive power rolling stock plant superintendents police porters and other servants and all horses carriages and conveniences necessary and proper in the opinion of the Midland Company for so carrying on and working the traffic of the railway.

4. The Midland Company shall at all times during the continuance of the said term be responsible for keeping and maintaining the railway and the permanent way thereof with all bridges culverts water-courses gates fences sidings works and conveniences connected therewith for the time being in efficient repair and good working order and condition and so deliver up the same to the Loughrea Company at the expiration of this agreement reasonable wear and tear excepted.

5. The Midland Company are to have and be entitled during the continuance of the said term to all the rights and powers of the Loughrea Company and they may make and levy the rates tolls and charges authorised by and may exercise and enjoy all other the powers rights and privileges of the Loughrea Company including the making and enforcing of bye-laws under the foregoing Act or any Act in force for the time being with regard to railways or light railways so far as they relate to or otherwise arise out of the user working or maintenance of the railway and the tolls rates terminals and charges leviable in respect to the traffic thereon and for any of the services performed or accommodation found in respect thereof and the Midland Company may and are hereby authorised to use the name of the Loughrea Company or the name of the Midland Company for the purpose of exercising and enforcing such rights powers and privileges nevertheless indemnifying and saving harmless the Loughrea Company in that behalf.

6. The Midland Company shall bear and pay (except as herein otherwise provided) all outgoings and all other expenses of or incidental to the railway and the maintenance the user working and traffic thereof and usually paid out of or chargeable on revenue except passenger duty or tax (should it hereafter be imposed) and the property or income tax for the time being payable in respect of the payments to be made by the Midland Company to the Loughrea Company by virtue of these presents and also except one moiety of poor rates county cess and one moiety of such other taxes (if any) created or to be created as may affect land or any interest therein or the earnings of said railway or otherwise operate same and also except all such other payments as by the clauses herein contained it is stipulated are to be borne and paid by the Loughrea Company. The Loughrea Company shall also bear and satisfy all tithe or other rentcharges also all charges for or on account of Clearing House expenses incidental to work done by the Clearing House for the Loughrea and Attymon line in apportioning the traffic.

A.D. 1886.

Expenses of
maintaining
and working
railway to be
borne by Mid-
land Company.Expenses to be
borne by
Loughrea
Company.

7. The Midland Company will for the purpose of the traffic of the railway run two passenger or mixed trains each way on each week day between Loughrea and Attymon and no greater number of trains unless it shall seem to the Midland Company suitable to do so in the exercise of their absolute discretion.

Train service.

8. The Midland Company shall during the continuance of said term be entitled to retain fifty-five per centum of the gross receipts from traffic for their own use and shall account and pay to the Loughrea Company the remaining forty-five per centum less by such deductions for the proportion of taxes and other outgoings as should be borne by the Loughrea Company under this agreement.

Division of
gross traffic
receipts.

9. The Midland Company will in the exercise of the rights and privileges under this agreement perform and observe in all respects the several provisions in respect to the working of the railway and the traffic thereon contained in any Order or Act for the time being in force concerning the railway and at all times indemnify the Loughrea Company against all penalties prosecutions losses damages costs and expenses claims and demands whatsoever occasioned or incurred by reason of any act or default of the Midland Company or any of their directors agents officers or servants in relation to the working by the Midland Company of the railway or any part thereof or to any traffic thereon.

If any default
in working the
Loughrea
Company to be
exempt from
all penalties
or losses.

10. The Midland Company will monthly during the continuance of this agreement pay over to the Loughrea Company as and by way of consideration for such rights and privileges as are hereby conceded to the Midland Company and as their proportion of the gross receipts arising from the railway and the traffic thereon forty-five per centum of such receipts subject to such deductions as aforesaid and the remainder shall be retained by the Midland Company.

Monthly
settlements.

11. The word "traffic" whenever occurring in these presents shall mean and include all such passengers' small parcels animals goods mineral and other traffic whatsoever to be transmitted or conveyed in or over the railway or any part thereof and if any such traffic shall be so transmitted or conveyed for or by

Definition of
word "traffic."

A.D. 1886. persons providing their own locomotive or moving power there shall in every such case be added to the tolls paid by such persons and credited to the account of gross receipts such a sum as shall fairly represent the cost of locomotive power and be settled in case of difference by arbitration as herein-after mentioned.

Division of
"through
traffic."

12. Where any traffic shall be carried partly over the railway and partly over the Midland Company's railway the proportion of tolls for such traffic to be credited to each Company shall be as follows:—

As respects all traffic between stations on the Midland Company's railway and the stations on the railway as follows:—

The terminals of one shilling per ton to each Company on goods and one shilling per waggon for live stock.

For mileage a division of the total receipts (after deduction of such terminals) and of Government duty on passengers should such duty be hereafter imposed by Parliament according to the actual mileage traversed by such traffic over the railways of the two Companies respectively.

Books of
account to be
kept by Mid-
land Company
and may be
examined by
the Loughrea
Company.

13. Proper and regular books of account such as are usually kept by railway companies in relation to their traffic and to their receipts or proportion of receipts shall at all times be kept by the Midland Company of and in relation to the traffic carried upon the railway and to the gross receipts for the same and shall at all reasonable times after the lapse of forty-eight hours from the receipt by the Midland Company's secretary of written notice to that effect from the Loughrea Company's secretary be open to the directors and officers of the Loughrea Company to examine and take copies thereof or extracts therefrom and the Midland Company shall transmit to the Loughrea Company within thirty days after the end of every calendar month an accurate account showing the actual amount of gross receipts of the said traffic applicable to the railway for the calendar month next preceding.

All traffic to
be duly
accounted for
by Midland
Company.

14. The Midland Company will duly and faithfully account to the Loughrea Company for and in respect of all the gross receipts of and from all traffic as aforesaid and of and from all other (if any) the traffic upon or over the railway from whatever source arising.

Abstracts of
accounts to be
furnished
monthly to
Irish Clearing
House for
apportionment
of receipts.

15. Abstracts of the monthly accounts of the traffic herein-before provided to be prepared and kept by the Midland Company shall with all reasonable despatch be furnished monthly to the Irish Railway Clearing House to be there investigated and the per-centages payable by the Midland Company to be apportioned and settled between the two Companies according to the provisions of this agreement and the certificate of the secretary to the Irish Railway Clearing House for the time being shall be regarded as sufficient and final herein.

Serving
notices.

16. Every notice account or other writing to be given or transmitted for any of the purposes of this agreement by or on the part of either of the Companies parties hereto to the other of them shall be deemed to be duly given or transmitted if it be signed by the chairman secretary or other authorised officer of the Company by or on the part of which it is given or transmitted and be left as to the Midland Company at the principal office at the Broadstone Station Dublin or be delivered personally to the Secretary of that Company and as to

the Loughrea Company if it be left at their registered office or be delivered personally to the Secretary of that Company. A.D. 1886.

17. If the railway or any part thereof shall be opened for public traffic on any other day than the thirty-first day of March and thirtieth day of September then the first half-yearly apportionment of receipts shall be apportioned to the broken half-year. Apportionment of receipts for broken period.

18. The Midland Company will on or before the first day of June and the first day of December in every year transmit to the Loughrea Company an accurate account of all traffic and tolls and freights thereon which shall have been received or be receivable by the Midland Company in respect of which the Loughrea Company shall be interested for the half-year preceding to thirty-first March or thirtieth September respectively and will on or before the said first June or first December pay over to the Loughrea Company the proportion thereof payable to the last mentioned Company And no accounts furnished as aforesaid shall be open to objection by either party after the lapse of six months from the furnishing of such accounts. Rendering of half-yearly accounts.

19. During the continuance of the said term the Loughrea Company shall in all respects save defend and keep harmless the Midland Company from all liability for capital moneys secured by mortgages or bonds of the Loughrea Company and also all capital charges and debts of the same Company to which the railway or any part thereof either now is or shall at any time during the term become liable. Loughrea Company to indemnify Midland Company from liability to capital moneys charges and debts of undertaking.

20. Neither of the Companies parties hereto will without the previous consent in writing under the common seal of the other Company make or enter into any contract or arrangement with any other Company or person which shall disable the respective Companies or either of them from carrying this agreement into effect. Neither company to enter into any contract or arrangement without previous consent.

21. This agreement shall continue in force for a period of fifty years from the date of the taking over of the railway by the Midland Company. Term of agreement.

22. The Midland Company paying the per-centage herein-before mentioned and performing the covenants on their part to be performed shall and may peaceably and quietly have hold and enjoy the railway with the appurtenances during the term hereby granted without the let hindrance interruption or disturbance of the Loughrea Company their successors or assigns and notwithstanding any act deed matter or thing heretofore made done or suffered by or against the Loughrea Company. Midland Company to hold railway during term without disturbance.

23. If and whenever any difference arises between the two Companies touching the carrying into effect of any of the articles of this agreement or touching the working of the said traffic or touching any breach or non-performance or alleged breach or non-performance of this agreement other than the matters herein-before agreed to be referred under and by the first clause of this agreement every such difference shall except as herein otherwise provided be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859. Differences other than provided for in first clause to be referred to arbitration in accordance with Act of 1859.

24. The Midland Company shall in the present session apply to Parliament for a confirmation of this agreement and for powers to carry the same into effect and the Loughrea Company shall at their own expense if required to do Midland Company to apply for Parlia-

A.D. 1886.
mentary con-
firmation of
agreement.

so give all aid in their power to the successful prosecution of such application and this agreement shall be subject to such alterations as Parliament may think fit to make but if any material alterations are made either party may withdraw from it.

Agreement and
Privy Council
Order subject
to the approval
of Midland
Company's
shareholders.

25. This agreement is also subject to the condition that same and the Privy Council Order to be obtained by the Loughrea Company under the provisions of the Tramways (Ireland) Acts &c. shall be approved of by the shareholders of the Midland Company or a requisite majority thereof.

In witness whereof the said Loughrea and Attymon Light Railway Company Limited and the Midland Great Western Railway of Ireland Company have hereunto respectively caused their common seals to be affixed the day and year first herein written.

SCHEDULE referred to in the foregoing Agreement.

All slopes of embankments and cuttings shall be formed to an inclination of one and a half feet horizontal to one foot perpendicular except of rock cuttings which shall be formed of one-half foot horizontal to one foot perpendicular.

The widths (when soiled) of embankments at the level of formation shall be eighteen feet of cuttings in clay seventeen feet and of cuttings in rock sixteen feet.

The surface of formation shall be hand-pitched fourteen feet wide and to a depth of nine inches with large broken stone and the pitching shall be covered to a width of ten feet with ballast reaching to the top of sleepers.

The total depth from rail level to formation level not to be less than two feet.

The station to be provided at Loughrea to be similar in accommodation to that at Longford and the construction to be in accordance with the approval of the engineer-in-chief of the Midland Great Western Railway of Ireland Company to whom plans and specifications must be submitted and approved of before the works are commenced.

Intermediate stations to have stationmaster's house and offices waiting room goods store for two waggons cattle platform sidings and all the usual and necessary works for a station Plans and specifications to be submitted and approved of by engineer-in-chief of Midland Great Western Railway of Ireland before the works are commenced.

Seal of
Loughrea
Company.

EBEN. W. HENRY, Chairman.

T. R. MELLOR, Director.

HENRY ROBERTSON, Secretary.

Seal of
Midland
Company.

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

GEO. WM. GREENE, Secretary.