



CHAPTER cclxii.

An Act to change the name of the Newry Keady and Tynan Light Railway Company to extend the time for the compulsory purchase of lands for and for the completion of the railways authorised by the Newry Keady and Tynan Light Railway Act 1900 and for other purposes.

A.D. 1903.

[14th August 1903.]

WHEREAS by the Act 63 & 64 Victoria chapter cclxxv. (in this Act called "the Act of 1900") the Newry Keady and Tynan Light Railway Company (in this Act called "the Company") were incorporated with a share capital of one hundred and fifty thousand pounds and with power to borrow seventy-five thousand pounds on mortgage of their undertaking and were authorised to make and maintain certain railways in the counties of Down Armagh and Monaghan (in this Act called "the railway of 1900"):

And whereas the said railway as authorised by the Act of 1900 is intended to be a light railway on a gauge of three feet and will commence by a junction with the existing goods line of the Great Northern Railway (Ireland) at the Albert Basin in Newry Harbour which line and the sidings connected therewith the Company are empowered to use and along the same to lay down a third rail for the accommodation of their rolling stock on the narrower gauge:

And whereas the Company are authorised and have agreed to acquire the railways of the Bessbrook and Newry Tramway Company and such railways will in connexion with the railway of 1900 form a through line from the said harbour viâ Bessbrook and Keady to the Clogher Valley Railway at Tynan:

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And whereas the district traversed by the railway of 1900 is a district of agricultural and commercial importance having situated within it a considerable number of mills and manufactories and is without and has suffered much from the want of railway facilities and direct access to a port :

And whereas there are certain districts to the west of Tynan of which the agricultural and other industries would greatly benefit and be developed by the provision of adequate railway and shipping facilities :

And whereas the said Clogher Valley Railway is constructed and worked on a three-feet gauge between Tynan and Maguires-bridge under an Order of the Lord Lieutenant and Privy Council in Ireland confirmed by the Tramways (Ireland) Provisional Order Confirmation (Clogher Valley) Act 1884 according to the provisions of the Tramways and Public Companies (Ireland) Act 1883 :

And whereas under the said Order certain baronies therein mentioned and situated in the counties of Fermanagh and Tyrone have guaranteed and are charged with the payment in each year of interest at the rate of five pounds per centum per annum on the share capital of the undertaking amounting to one hundred and thirty-two thousand pounds and the Treasury repay to the said counties a sum equal to one half of the sums so paid by such baronies in respect of guaranteed dividends as aforesaid but not exceeding in any year a sum equal to the amount of interest at the rate of two pounds per centum per annum on the said share capital :

And whereas owing to the absence of adequate facilities for the interchange and transmission of traffic arising on or destined for the Clogher Valley Railway the receipts accruing therefrom have not sufficed to pay the whole of the dividend on the capital expended in its construction and the said baronies and the Treasury have annually been required to fulfil the said guarantee :

And whereas the payment of the said guarantee has proved a heavy burden on the financial resources of the baronies charged therewith :

And whereas the railway of 1900 and the Clogher Valley Railway can be more economically and efficiently worked as one railway and would place the towns situated on and districts traversed by these railways without break of gauge in direct communication with a port and develop the trade industries and agriculture of an extensive portion of Armagh Monaghan Tyrone

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and Fermanagh and it is expedient to authorise the Company and the Clogher Valley Company to enter into and carry into effect working and other agreements as herein-after provided : A.D. 1903.

And whereas it is expedient to extend the time limited by the Act of 1900 for the purchase of the lands for and completion of the railways and works authorised by the said Act and for the purchase of the Bessbrook and Newry Railway under the provisions of the agreement scheduled to and confirmed by the Act of 1900 :

And whereas the Bessbrook and Newry Railway has been constructed in whole or in part upon grants of wayleave from the owners of the lands over which the railway is carried and it is expedient to authorise the Company after purchase of the said railway as herein-before mentioned to acquire the fee simple of some or all of the said lands :

And whereas plans showing the lands 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 of or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Armagh and Down and are herein-after respectively referred to as the deposited plans and books of reference :

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 King'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 :—

1. This Act may be cited as the *Ulster and Connaught Light Railways Act 1903.* Short title.

2. The Lands Clauses Acts Part II. (relating to extension of time) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 and Part IV. of the Companies Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act. Incorporation of Acts.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction Interpretation.

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A.D. 1903. The expression "the Act of 1900" means the Newry Keady and Tynan Light Railway Act 1900 the expressions "the Company" and "the railway of 1900" mean respectively the Company incorporated and the railways authorised by the Act of 1900 The expression "the Clogher Valley Railway" means the tramway and the works connected therewith constructed under the Clogher Valley Tramway Order 1884 and the expression "the Clogher Valley Company" means the Clogher Valley Railway Company Limited The expression "the Bessbrook Railway" means so much of the tramways and the works connected therewith authorised by the Bessbrook and Newry Tramway Order 1884 not authorised to be abandoned by the Bessbrook and Newry Tramway Company (Abandonment in Part) Order 1887 and the expression "the Bessbrook Company" means the Bessbrook and Newry Tramway Company.

Power to
acquire site
of Bessbrook
Railway.

4. Subject to the provisions of this Act the Company may purchase and take all or any of the lands upon which the Bessbrook Railway is constructed or which are held in connexion therewith and which lands are delineated upon the deposited plans and described in the deposited books of reference and any estates or interests in or any rents or payments issuing from or out of or in respect of such lands or any of them Provided that unless otherwise agreed between the Company and the Bessbrook Company and the Bessbrook Spinning Company Limited the powers of this section shall not be exercised until the Company shall have purchased and paid for the Bessbrook Railway under and in accordance with the terms of the agreement scheduled to and confirmed by the Act of 1900 as modified by the agreement scheduled to and confirmed by this Act.

Change of
name of
Company.

5. From and after the passing of this Act and subject to and in accordance with the provisions of Part IV. of the Companies Clauses Act 1863 the name of the Company shall be "The Ulster and Connaught Light Railways Company."

Guaranteed
shares.

6. The following provisions shall have effect with respect to the guaranteed shares in the capital of the Company created by the Act of 1900 :—

- (1) It shall be lawful for the Company at any time after the passing of this Act on six months' notice in writing being given to the registered holders of such guaranteed shares to cancel such shares on repayment to such holders of a

sum equal to the nominal value of each guaranteed share held by such persons : A.D. 1903.

- (2) On such cancellation as aforesaid the urban district council of Newry shall be relieved of all liability under the Act of 1900 to guarantee the payment of dividends on such shares :
- (3) Notice of the effect of this enactment shall be endorsed on the certificate of each guaranteed share.

7. The powers of the Company for the compulsory purchase of lands for the purposes of the Bessbrook Railway shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

8.—(1) The Company shall not under the powers of this Act purchase or acquire in any urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company— Restrictions on displacing persons of labouring class.

- (A) shall have obtained the approval of the Local Government Board for Ireland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the said Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and
- (B) shall have given security to the satisfaction of the said Local Government Board for the carrying out of the scheme.

(2) The approval of the said Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the said Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons

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Provided that the said Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Local Government Board out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections two hundred and two two hundred and three and two hundred and fourteen of the Public Health (Ireland) Act 1878 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a sanitary authority within the meaning of the Public Health (Ireland) Act 1878 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such

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purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking: A.D. 1903.

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) So much of section 41 of the Public Health (Ireland) Act 1878 as provides that the provisions of that section and of the two preceding sections of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The said Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the said Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the said Local Government Board under the Public Health (Ireland) Act 1878.

(10) The Company shall pay to the said Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses purchased or acquired by the Company for or in connexion with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Local

A.D. 1903. Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Extension
of time for
purchase of
lands for
Newry Rail-
way.

9. The period of three years limited by section 37 of the Act of 1900 for the compulsory purchase of lands for the purposes of that Act is hereby extended for a further period of two years from the sixth day of August one thousand nine hundred and three and on the expiration of such extended period the powers of the Company for the compulsory purchase of such lands shall cease and determine.

Extension
of time for
completion
of Newry
Railway.

10. The period of five years limited by section 57 of the Act of 1900 for the completion of the railway authorised by that Act is hereby extended for a period of three years from the sixth day of August one thousand nine hundred and five and if the said railway be not completed on the expiration of such extended period the powers granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Payment of
purchase
price for
Bessbrook
Railway.

11. Notwithstanding anything to the contrary contained in article 2 (B) of the agreement scheduled to and confirmed by the Act of 1900 the Company shall pay entirely in cash the purchase price therein agreed to be paid by the Company for the Bessbrook Railway.

12. The period prescribed in article 5 of the agreement scheduled to the Act of 1900 for the purchase by the Company of the undertaking of the Bessbrook Railway is hereby extended for a further period of one year from the sixth day of February one thousand nine hundred and three and on the expiration of such extended period the powers of the Company for the purchase of the said undertaking shall cease and determine.

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Extension
of time for
purchase of
Bessbrook
Railway.

13. The agreement between the Bessbrook Company of the first part the Bessbrook Spinning Company Limited of the second part Thomas Irwin Arthur McCann and Robert Sands on behalf of the Company of the third part and the Company of the fourth part modifying the agreement scheduled to and confirmed by the Act of 1900 and as set forth in the schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Confirming
agreement
with Bess-
brook Com-
pany.

14. The Company on the one hand and the Clogher Valley Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 and subject also to the approval of the terms thereof by the Commissioners of Public Works Ireland who may if they deem it necessary be parties thereto enter into agreements with respect to the following purposes or any of them (that is to say):—

Power to
Company to
enter into
agreements
with Clogher
Valley Com-
pany.

The maintenance and management of the railways of the Companies respectively or of any one or more of such railways or of any part thereof respectively and of the works connected therewith respectively or any one of them ;

The use or working of the railways of the Companies respectively or of any one or more of such railways or of any part thereof respectively and the conveyance of traffic thereon ;

The supply and maintenance by the working Company under and during the continuance of any such agreement as aforesaid for the working of the said railways or any of them of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants ;

The regulation collection transmission and delivery of traffic coming from or destined for the undertakings of the Companies ;

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The fixing subject to the authorised maximum rates collecting and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic.

Tolls on traffic conveyed partly on railway and partly on other railways.

15. Where under any agreement to be entered into under the provisions of this Act traffic is conveyed partly on the railways of the Company and partly on the railway of any other company the railways of the Company and the railway of such other company shall for the purposes of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railway of any other company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic (including perishable merchandise exceeding fifty-six pounds in weight by passenger train) conveyed partly on the railways of the Company and partly on the railways of any other company the Company shall be deemed to be a company connected with such other company and specified in the schedule to the Railway Rates and Charges No. 26 (Athenry and Ennis Junction Railway &c.) Order 1892 confirmed by the Railway Rates and Charges No. 26 (Athenry and Ennis Junction Railway &c.) Order Confirmation Act 1892 Provided that in respect of the conveyance of the consignments of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Copy of Act to be registered.

16. The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

There shall be paid to the Registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies Act 1862 on registration of any document other than a memorandum of association.

17. Nothing in this Act contained shall exempt the Company or any other company named in this Act 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 of the rates for small parcels authorised to be taken by the said companies respectively.

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Provision as
to general
Railway
Acts.

18. 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.

Costs of Act.

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The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the thirteenth day of February one thousand nine hundred and three between the BESSBROOK AND NEWRY TRAMWAY COMPANY having its principal office at Bessbrook in the county of Armagh (herein-after called "the Tramway Company") of the first part the BESSBROOK SPINNING COMPANY LIMITED having its registered office at Bessbrook aforesaid (herein-after called "the Spinning Company") of the second part THOMAS IRWIN ARTHUR McCANN and ROBERT SANDS all of Newry in the county of Down merchants (three of the promoters of the Newry Keady and Tynan Light Railway Company being a company incorporated under the Newry Keady and Tynan Light Railway Act 1900 herein-after referred to as "the Act") of the third part and the said NEWRY KEADY AND TYNAN LIGHT RAILWAY COMPANY (herein-after called "the Railway Company") of the fourth part.

WHEREAS these presents are supplemental and intended to be read as annexed to an agreement dated the thirtieth day of April one thousand nine hundred made between the Tramway Company of the first part the Spinning Company of the second part and the said Thomas Irwin Arthur McCann and Robert Sands three of the promoters and then acting on behalf of the Railway Company of the third part and set forth in the schedule to the Act and thereby confirmed and made binding on the parties thereto :

And whereas the said agreement dated the thirtieth day of April one thousand nine hundred is herein-after referred to as "the principal agreement" :

And whereas by clause 1 of the principal agreement it is provided and agreed that the Tramway Company should sell and the Railway Company should purchase the undertaking of the Tramway Company as therein mentioned at the price and subject to the conditions and agreements in the principal agreement mentioned :

And whereas by clause 2 of the principal agreement it is provided and agreed that the consideration for the said sale should be the sum of thirteen thousand five hundred pounds whereof the sum of four thousand five hundred pounds was to be paid in cash and the balance namely the sum of nine thousand pounds (subject to the proviso therein-after contained) in nine thousand pounds of the seventy-five thousand pounds four per cent. debenture stock of the Railway Company or at the option of the Railway Company in cash :

And whereas by clause 5 of the principal agreement it is provided and agreed that the said sale should be completed and the said sum of thirteen thousand five hundred pounds should be paid and secured and the Railway

Company should take over the undertaking of the Tramway Company within two years and six months after the day on which the Act should receive the Royal Assent and that in the event of the said sale not being completed and the said sum of thirteen thousand five hundred pounds not being paid and secured in manner aforesaid and the undertaking of the Tramway Company not being taken over by the Railway Company within the said period of two years and six months the principal agreement should be void (and time was in this respect thereby made of the essence of the contract) and thereupon the said Thomas Irwin Arthur McCann and Robert Sands should pay to the Tramway Company when taxed and vouched as therein-after provided the amount of all the law parliamentary engineering and other costs and expenses as between solicitor and client therein mentioned:

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And whereas the Act received the Royal Assent on the sixth day of August one thousand nine hundred and the said period of two years and six months mentioned in clause 5 of the principal agreement expired on the sixth day of February one thousand nine hundred and three:

And whereas the Railway Company have applied to Parliament for an Act to extend the time for the exercise by the Railway Company of the powers conferred upon them for the compulsory purchase of land for the purposes of the railway authorised by the Act and for the completion of the said railway:

And whereas the Railway Company has applied to the Tramway Company to extend the said period of two years and six months mentioned in clause 5 of the principal agreement for twelve months from the said sixth day of February one thousand nine hundred and three and the Tramway Company has agreed with the Railway Company to do so upon the terms and subject to the agreements and conditions herein-after contained:

And whereas the terms agreements and conditions herein-after set forth are satisfactory to the Spinning Company:

Now it is hereby agreed as follows:—

1. The period in clause 5 of the principal agreement mentioned within which the said sale shall be completed and the said sum of thirteen thousand five hundred pounds shall be paid and the Railway Company shall take over the undertaking of the Tramway Company shall be extended until the sixth day of February one thousand nine hundred and four and clause 5 of the principal agreement shall be read and construed and take effect in all respects as if the period of two years and six months therein mentioned had been three years and six months.

2. In lieu of the provisions of clause 2 of the principal agreement for the payment of the sum of thirteen thousand five hundred pounds therein mentioned as the consideration for the said sale it is hereby agreed that the said sum of thirteen thousand five hundred pounds shall be paid by the Railway Company to the Tramway Company in cash on the date on which the Railway Company shall take over the undertaking of the Tramway Company.

3. The Tramway Company shall not be required to expend on the upkeep and maintenance of the said undertaking of the Tramway Company during

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4. The said Thomas Irwin Arthur McCann and Robert Sands their and each of their executors and administrators shall keep indemnified and save harmless the Tramway Company against all damages costs expenses actions proceedings claims and demands which the Tramway Company shall incur or be made liable to by reason of any accident injury or damage occurring during the year ending the sixth day of February one thousand nine hundred and four or during such portion thereof as shall expire before the date on which the Railway Company shall take over the said undertaking to any person or persons or to the property of any person or persons whether such person or persons shall be in the employment of the Tramway Company or not in such employment including a passenger or passengers on their tramway and whether or not such accident or injury shall result in the death of any such person or persons the Tramway Company shall renew so as to keep in force until the sixth day of February one thousand nine hundred and four the policy of assurance effected with the Patriotic Assurance Company dated the eighteenth day of February one thousand eight hundred and ninety-nine and numbered 11,215 and the policy of assurance effected with the Employers' Liability Assurance Corporation Limited dated the thirteenth day of April one thousand nine hundred and numbered E27,434 and in the event of any moneys becoming payable and being paid to the Tramway Company under either of the said policies the Tramway Company shall hold such moneys upon trust for the said Thomas Irwin Arthur McCann and Robert Sands their executors administrators and assigns Provided always and it is hereby agreed that notwithstanding anything in this clause contained the Tramway Company shall during the year ending sixth February one thousand nine hundred and four or during such portion thereof as shall expire before the date on which the Railway Company shall take over the said undertaking work and manage the said tramway with all due care and diligence and in the same way as they have heretofore done.

5. The Railway Company shall not at any time after taking over the undertaking of the Tramway Company sell demise set or let to any person or persons or corporation other than the Spinning Company their successors

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and assigns any portion of the section of the existing undertaking of the Tramway Company situate in the townland of Cloughreagh in the barony of Upper Orior and county of Armagh containing two acres two roods and thirty-three perches statute measure or thereabouts and shown on the map annexed to the principal agreement as section number five and thereon coloured purple without taking from such purchaser lessee or lessees tenant or tenants a covenant under seal by which such purchaser lessee or lessees tenant or tenants shall covenant with the Railway Company not to use or permit to be used any building or erection then or at any time thereafter being on the portion of the said section of the said undertaking so sold demised set or let to him or them as aforesaid for the purpose of carrying on therein or thereon the trades of spinning or manufacturing dyeing finishing bleaching or beetling of linen union or cotton or any such trades and not to use or permit to be used the fall or falls of water flowing through or adjoining the said section of the said undertaking for the purpose of the carrying on of the said trades or any of them And in the event of the breach by any such purchaser lessee or lessees tenant or tenants of any such covenant as aforesaid (and without prejudice to any other right of action or remedy of the Spinning Company their successors or assigns in respect of any such breach) the Railway Company shall at all times upon receiving from the Spinning Company their successors or assigns a proper indemnity against costs permit the Spinning Company to use the name of the Railway Company in any legal proceedings which the Spinning Company their successors or assigns may be advised to take on foot of any such covenant as aforesaid and shall hand over to the Spinning Company their successors or assigns or permit them to retain any moneys in the nature of damages which may be recovered in any such legal proceedings as aforesaid.

6. Notwithstanding any compulsory powers for the acquisition of lands which may be conferred upon the Railway Company by the said Act the application for which is herein-before recited the Railway Company shall not at any time hereafter except with the consent of the Spinning Company their successors or assigns and except temporarily as mentioned in clause 22 of the principal agreement divert alter or in any way interfere with the mill race in the townland of Mullaglass now used in connexion with the Millvale Beetling Mill at present in the occupation of the Spinning Company.

7. This agreement is made subject to the approval of Parliament and shall be scheduled and confirmed by the said Act extending the time for the exercise by the Railway Company of the said powers conferred upon such Company by the Act and for the completion of the said railway the application for which is herein-before recited.

8. The said Thomas Irwin Arthur McCann and Robert Sands or some or one of them their or some or one of their executors or administrators shall pay to the Tramway Company when taxed and vouched as herein-after provided the taxed and vouched amount of all law parliamentary or other costs and expenses as between solicitor and client properly and necessarily incurred by the Tramway Company in and about the preparation and execution

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A.D. 1903, of these presents and otherwise in connexion with the agreement herein contained and in connexion with the said application to Parliament for the said Act to extend the time for the exercise by the Railway Company of the said powers conferred upon such company by the Act and for the completion of the said railway and in connexion with the scheduling and confirmation of these presents in and by such Act And it is hereby mutually agreed that the said costs and expenses save the said parliamentary costs shall be taxed and vouched before the President of the Incorporated Law Society in Ireland for the time being whose award or certificate in writing as to the amount thereof shall be absolutely binding and conclusive on the parties hereto and that the said parliamentary costs shall be taxed and vouched in accordance with the existing rules regarding the taxation of parliamentary costs.

9. Save to the extent to which the same is altered or affected by these presents the principal agreement is hereby confirmed and shall remain in all respects effectual and binding on the several parties thereto.

10. In the event of the Railway Company failing to procure these presents to be confirmed by the said Act the application for which is herein-before recited or failing to obtain the last-mentioned Act during the next ensuing session of Parliament these presents (save clause 8 hereof) shall be wholly void and thereupon the said Thomas Irwin Arthur McCann and Robert Sands or some or one of them or some or one of their executors or administrators shall pay to the Tramway Company the said costs and expenses in clause 8 hereof specified.

In witness whereof the said Bessbrook and Newry Tramway Company have caused their common seal to be hereunto affixed and the said Bessbrook Spinning Company Limited have caused their common seal to be hereunto affixed and the said parties hereto of the third part have hereunto set their hands and the said Newry Keady and Tynan Light Railway Company have caused their common seal to be hereunto affixed the day and year first above written.

The common seal of the within-named Bessbrook and Newry Tramway Company was affixed to the within written agreement in the presence of us (the word "will" struck out on twelfth line of third page and words "between" to "H" struck out on sixth line of seventh page word "yellow" struck out on seventh line of seventh page and words from "as" to "five" interlined between fifth and sixth lines of seventh page and word "purple" interlined between sixth and seventh lines of seventh page).



JAMES N. RICHARDSON
Director.

HENRY BARCROFT
Director.

ROBERT CAVAN
Secretary.

[3 EDW. 7.] *Ulster and Connaught Light Railways* [Ch. cclxii.]
Act, 1903.

The common seal of the within-named Bessbrook Spinning Company Limited was affixed to the within written agreement in the presence of us

CHAS. H. RICHARDSON
Director.
T. MACGREGOR GREER
Director.
A. S. POWELL
Secretary.



A.D. 1903.

Signed by the within-named Thomas Irwin Arthur McCann and Robert Sands in presence of

F. H. MULLAN
Solicitor
Newry.

THOMAS IRWIN.
ARTHUR McCANN.
ROBT. SANDS.

The common seal of the within-named Newry Keady and Tynan Light Railway Company was affixed to the within agreement in the presence of

F. H. MULLAN
Solicitor
Newry.



THOMAS IRWIN
ARTHUR McCANN } Directors.
ROBT. SANDS }
J. EDGAR CONNOR Secretary.

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T. DIGBY FIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

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