



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxxii.

An Act to authorize the Lease or Sale of the
Athenry and Tuam Railway to the *Midland
Great Western Railway of Ireland Company*,
and for other Purposes. [6th August 1860.]

WHEREAS by the "*Athenry and Tuam Railway Act, 1858,*" 21 & 22 Vict.
c. cxii.
the *Athenry and Tuam Railway Company* (in this Act called
"the Company") were incorporated, and were authorized to
make and maintain a Railway commencing by a Junction with the
Midland Great Western Railway of Ireland at or near the Town of
Athenry, and terminating at or near the Town of *Tuam* in the Town-
land of *Tirboy* in the Parish of *Tuam*, all in the County of *Galway*,
and the Company and the *Midland Great Western Railway of Ireland*
Company (in this Act called the "*Midland Railway Company*") were
authorized to enter into Arrangements with respect to the Use and
working of the Railway of the Company: And whereas the said
Athenry and Tuam Railway communicates directly with the Undertaking
of the *Midland Railway Company* at their Station at *Athenry*, and the
Railway of the Company might be worked with greater Convenience and
Economy if the same were leased or sold to the *Midland Railway*: And
whereas the Agreement in the Schedule to this Act annexed has been
entered into for a Lease of the *Athenry and Tuam Railway* to the

[*Local.*]

31 K

Midland

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Midland Railway Company, and it is expedient that such Agreement be confirmed, and that the Company be empowered to grant such Lease, and that they should also be empowered to sell to the *Midland* Railway Company the Undertaking of the Company, or Part thereof: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority thereof, as follows; (that is to say,)

Short Title. I. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Athenry and Tuam* Railway (Leasing or Sale) Act, 1860."

Confirmation of Agreement in Schedule. II. Subject to the Provisions of this Act, the scheduled Agreement between the Company and the *Midland* Railway Company, bearing Date the 26th Day of *April* 1859, shall be and the same is hereby confirmed, and may and shall be carried into effect accordingly.

Power to Company to grant and *Midland* Company to accept Lease of Railway. III. The Company may lease to the *Midland* Railway Company and the *Midland* Railway Company may accept a Lease of the *Athenry and Tuam* Railway for a Term of Ten Years after such Railway shall have been completed in good and sufficient working Order and Condition, and fit to be opened for public Traffic, as provided for by the said Agreement.

Terms and Conditions of the Lease. IV. The Lease may be made either before or after the *Athenry and Tuam* Railway is completed as aforesaid, and may contain such Covenants, Conditions, Powers, Provisions, and Stipulations as shall be proper and sufficient for giving full Effect to the scheduled Agreement, and as the Company and the *Midland* Railway Company agree upon.

Effect of Lease. V. The Lease shall entitle the *Midland* Railway Company during the Continuance thereof to the full and free Control, User, and Enjoyment, according to the scheduled Agreement, and subject to the Provisions of the Lease, of the demised Premises; and during the Continuance of the Lease, and subject to the Provisions thereof, all the Rights and Powers of the Company under the recited Act to make Charges and levy Rates and Tolls, and all other the Powers, Rights, Privileges, and Indemnities, and all the Duties and Liabilities of the Company, under the recited Act, so far as they affect or relate to or arise out of the User and Enjoyment of the same, and which but for the Existence of the Lease might be exercised or enjoyed by and be obligatory on the Company, and their Directors, Officers, Agents, and Servants, shall apply to and may be exercised, enforced, and enjoyed by and be obligatory on the *Midland* Railway

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Railway Company, and their Directors, Officers, Agents, and Servants, in like Manner and to the like Extent and subject to the like Restrictions and Regulations as if the Name of the *Midland* Railway Company, instead of the Name of the Company, had been inserted in the recited Act.

VI. At the Expiration of the said Lease, the Companies Parties thereto, with the Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each such Company convened with Notice of the Object, may grant and accept a further Lease for a further Term not exceeding Ten Years, subject to the Approval of the Board of Trade: Provided always, that before the said Companies shall execute any such further Lease they shall give Notice of their Intention so to do by Advertisement inserted once in each of Three successive Weeks in some Newspaper published or circulating in the City of *Dublin* and the County of *Galway* respectively, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Lease, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such further Lease shall be valid or binding until the same shall have been approved of by the Board of Trade, who shall not approve thereof without being satisfied that the same has been duly assented to by the Shareholders of the Companies Parties thereto in manner before provided. Lease may be renewed.

VII. The Seal of the said Companies respectively affixed to such Lease or the Counterpart thereof shall, as between the said Two Companies being Parties thereto be conclusive, and as between both or either of those Companies and any other Person be *prima facie* Evidence that the required Sanction of the Shareholders of that Company to whom such Seal belongs has been duly given. Evidence of Consent of Companies to Leases.

VIII. The Company, by and with the Sanction of Three Fifths of the Votes of the Shareholders thereof, present, either personally or by Proxy, at a General Meeting of the Company called with Notice of the Purpose, may sell and transfer to the *Midland* Railway Company, and the said *Midland* Railway Company, by and with the like Sanction of Three Fifths of the Votes of the Shareholders of such Company present, either personally or by Proxy, at a General Meeting of such Company called with Notice of the Purpose, may purchase and accept, the Undertaking and Works belonging or which may belong to the Company, or any Portion or Portions thereof, and the Benefit and Interest of the Company in any Contract, Arrangement, or Agreement which may then exist between the Company and the *Midland* Railway Company, for such Consideration and upon such Terms and Conditions as may have been or may be mutually agreed upon. Power to sell.

IX. Such

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Form and
Effect of
Conveyance.

IX. Such Sale and Purchase shall be carried into effect by a Conveyance under the Common Seals of the Company and the *Midland Railway Company*, in which the Consideration for the same shall be fully and truly stated and set forth, and which shall be duly stamped with the *ad valorem* Stamp Duty in respect of such Consideration; and the Seals of the Company and of the *Midland Railway Company* affixed to such Conveyance, and to any Duplicate or Counterpart thereof, shall be *primâ facie* Evidence of its having received the Sanction of the Shareholders, as by this Act required; and such Conveyance shall, when so executed as aforesaid, be effectual to vest the whole or such Portion or Portions of the said Undertaking as shall therein be expressed to be conveyed as aforesaid, and, save as may therein be otherwise provided, all the Rights, Privileges, Powers, and Authorities appertaining thereto which the Company has, or may have or be entitled to, under the recited Act and this Act or either of them, or any Acts referred to therein or incorporated therewith, or otherwise howsoever, and all and every other the Lands, Tenements, and Hereditaments, Buildings, Works, Conveniences, Monies, Goods, Chattels, Choses in Action, Rights, Interest, Easements, Estates, and Effects, real, personal, and mixed whatsoever, forming Part of the Undertaking of or belonging to or which may form Part of the Undertaking of or belong to the Company, and so conveyed as aforesaid, and all the State, Right, Title, and Interest of the Company therein and thereto, and all the Rights, Powers, Authorities, and Privileges of the Company in relation thereto, and the Benefit of all Contracts, Agreements, and Arrangements entered into by, with, or on behalf of the Company, absolutely, in the *Midland Railway Company* and the said Undertaking and Works, or such Portion or Portions thereof as may be conveyed as aforesaid, and all Rights, Interests, Powers, and Privileges, and all other the Premises so conveyed, shall thenceforth become and form Part of the Undertaking of the *Midland Railway Company*.

Notice of
Copy, and
Deposit of
Copy.

X. Within Twenty-one Days after the Execution of a Conveyance of the Undertaking and Works of the Company to the *Midland Railway Company*, a Notice thereof shall be inserted in the *Dublin Gazette*, and a certified Copy of such Conveyance, together with a Copy of this Act, shall be deposited for public Inspection at the principal Offices of the said Two Companies, and with the Clerks of the Peace of the several Counties into which the Works of the respective Companies extend, in manner and for the Purposes prescribed by the Railways Clauses Act, Cap. 20, Section 162.

Powers of
Company to
cease and
determine
upon Exe-
cution of
Conveyance.

XI. So soon as such Conveyance as aforesaid shall have been so executed and advertised, and Counterparts thereof deposited as aforesaid, the Powers of the Company, so far as regards the Undertaking and Works so conveyed as aforesaid, belonging or which may hereafter belong to the Company, shall cease and determine, and all the Rights,
Privileges,

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Privileges, Powers, Authorities, and Liabilities conferred on or given to the Undertaking of the Company, or by or to which the Company may be subject, by or under the recited Act or this Act, or either of them, or any Act referred to therein or incorporated therewith, or by any other Means, shall apply to and be vested in the *Midland Railway Company*, and may lawfully be used, exercised, enjoyed, and enforced by or against such last-mentioned Company or the Directors thereof, or their Officers, Agents, or Servants, under the same Penalties, Provisions, and Restrictions as are applicable to or imposed upon the Company, and the Corporate Seal of the *Midland Company* shall be used instead of the Seal of the Company, and shall have the same Force in every respect as though the said Undertaking and Works belonging to or which may belong to the Company, and conveyed to the *Midland Railway Company* as aforesaid, formed Part of the Undertaking of the *Midland Railway Company*, and as though such last-mentioned Company had been originally authorized to carry the same into effect.

XII. All Conveyances, Leases, Deeds, Appointments, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities affecting the Undertaking and Works, or such Portion or Portions thereof as may be conveyed as aforesaid, made or entered into under the Powers of the recited Act or this Act, previously to the Execution of such Conveyance, to, with, or in favour of, or by, for, or on behalf of the Company, or any Person or Persons on behalf of the Company, or which are or may hereafter be obligatory upon the Company, shall from and after the Execution of such Conveyance be and remain good, valid, and effectual in favour of, against, and with reference to the *Midland Railway Company*, and may be proceeded on and enforced by or against such last-mentioned Company, in like Manner, to all Intents and Purposes, as if such last-mentioned Company had been Parties to and executed the same, or had been named or referred to therein or privy thereto, instead of the Company or such Person or Persons as aforesaid.

Conveyances, Contracts, &c. to remain in full Force.

XIII. No Action, Suit, Prosecution, or other Proceeding whatsoever in respect of the said Undertaking, or such Portion or Portions thereof respectively as may be conveyed to the *Midland Company* as aforesaid, commenced previously to the Execution of such Conveyance, either by or against the Company, shall abate or be discontinued or prejudicially affected by reason of the vesting of the said Undertaking and Works, or the Portion or Portions so conveyed as aforesaid, in the *Midland Railway Company*, but the same shall continue and take effect in favour of or against such last-mentioned Company in the same Manner in all respects as the same would or might have continued or taken effect in favour of or against the Company in case such Conveyance had not been executed and this Act had not been passed.

Actions not to abate.

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Present and future Rights, &c. under existing Act saved.

XIV. Provided always, That everything before the Execution of such Conveyance done and suffered respectively under the recited Act shall be as valid and effectual as if this Act were not passed, and such Conveyance and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Conveyance had not been executed, and this Act were not passed, would be incident to or consequent on any and every thing so done and suffered respectively.

Power to Midland Company to apply Funds to the Purposes of this Act.

XV. The *Midland Railway Company* may apply to and for the Purchase of the Undertaking of the Company, or for the other Purposes of this Act, such Part of their Corporate Funds as it thinks fit, and as may not be required for any Purposes to which such Funds may by any Act or Acts of Parliament have been made specially applicable.

Deposit for future Bills not to be paid out of Capital of Companies.

XVI. It shall not be lawful for either of the Companies in this Act mentioned, out of any Money by this Act or by any other Act relating to such Company authorized to be raised for the Purpose of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force or hereafter to be in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act such Companies to construct any other Railway or execute any other Work or Undertaking.

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

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

Expenses of Act.

XVIII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

SCHEDULE.

AN AGREEMENT made the 26th Day of April in the Year of our Lord 1859, between the Athenry and Tuam Railway Company (herein-after called the Athenry and Tuam Company) of the First Part, and the Midland Great Western Railway of Ireland Company (herein-after called the Midland Company) of the Second Part. Whereas the Promotion of the Bill now passed into an Act for incorporating the Athenry and Tuam Railway Company in the last Session of Parliament was opposed by the Midland Company, and thereupon, for settling the Differences between the Promoters of the Bill and the Midland Company, certain Heads of Agreement were, on the 15th Day of June 1858, entered into between Denis Kirwan, Robert Bodkin, and Charles Blake, Esquires, Three of the said Promoters, of the one Part, and John Ennis, Esquire, M.P., Sir Percy Nugent, Baronet, and George Augustus Boyd, Esquire, Three of the Directors of the Midland Company, of the other Part, which Heads of Agreement were duly signed by the said Parties respectively; and it was thereby agreed, in consideration of the several Conditions therein-after contained—

First. That the Midland Company should abandon such Opposition:

Second. That the Bill should be passed as altered in the Copy thereto annexed:

Third. That the Athenry and Tuam Company should, in the next Session of Parliament, or as soon after as they could be in a Position to comply with the Requirements of the 140th Standing Order of the House of Commons, apply to Parliament for an Act enabling that Company to grant and the Midland Company to take a Lease of the Athenry and Tuam Line:

Fourth. That when such Act should have passed, and the Athenry and Tuam Railway, with all proper Stations, Goods, Stores, Sidings, Watering Places, and other Works and Conveniences, should have been completed, ready for being opened for public Traffic, and in good Order and Condition, the Athenry and Tuam Company should grant and the Midland Company should accept a Lease of such Railway for the Term of Ten Years, at a Rent of 4,000*l.* per Annum to be thereby reserved, such Rent to commence and be computed from the Day upon which Possession of the said Line should be tendered to and accepted by the Midland Company, the Line to be maintained by the Athenry and Tuam Company in good working Order and Condition for the First Year of such Lease, and to be restored by the Midland Company at the Expiration of the Lease in the like Order and Condition, reasonable Wear and Tear thereof only accepted: And in the said Heads of Agreement were contained Provisions for referring to Arbitration any Differences in dispute between the Two Companies as to the Completion or Order and Condition of the Line, and for settling the Terms of the Lease, and for the Concurrence of the Midland Company in the Application to Parliament for the Power to lease, and for restraining the Athenry and
and

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

and Tuam Company from extending their Line beyond Tuam to or towards Castlebar, Westport, or Ballina, or promoting or assisting any such Extension by any other Company or Persons, and for a formal Agreement being prepared embodying the said Heads of Agreement, and for the said Agreement ceasing and determining in a certain Event; and the contracting Parties thereby undertook to use their best Endeavours to procure the Approval of their respective Companies to the said Heads of Agreement: And whereas the said Midland Company did abandon such Opposition, and the said Bill passed into Law as so altered, and the Athenry and Tuam Company, thereby incorporated, and the Midland Company, respectively, approved of and consented to the said Heads of Agreement, and these Presents are a formal Agreement, embodying the said Heads of Agreement as thereby provided for, and are to be taken as substituted for and superseding, as to all Matters herein contained in the said recited Agreement: Now therefore it is hereby agreed by and between the Athenry and Tuam Company of the one Part and the Midland Company of the other Part, as follows:—

First. In the next Session of Parliament, or as soon thereafter as they shall be in a Position to comply with the Requirements of the Standing Order of the House of Commons for the Session 1858, No. 140, or otherwise with the Standing Order of the House of Commons for the Time being, the Athenry and Tuam Company shall and will, at their own Expense, apply to Parliament for and use their best Endeavours to obtain an Act authorizing and enabling the Athenry and Tuam Company to grant and the Midland Company to take a Lease of the Athenry and Tuam Railway for the Term of Ten Years at the least, and upon such Terms and Conditions as may enable the Two Companies to carry into effect the Provisions herein-after contained as to such Lease; and in case on their First Application the Athenry and Tuam Company shall not succeed in obtaining an Act of Parliament so authorizing and enabling the Two Companies, the Athenry and Tuam Company shall and will, in the next Session of Parliament, in like Manner, and at their own Expense, again apply for and use their best Endeavours to obtain such an Act of Parliament, and so in each succeeding Session until the Expiration of the Period fixed and limited by the Athenry and Tuam Railway Act, 1858, for the Completion of their Railway; and if at the Expiration of such last-mentioned Period the Athenry and Tuam Company shall not have succeeded in obtaining such Act, then no further Applications shall be made by them for that Purpose, and neither of the said Companies shall be any longer under any Obligations as to the Lease herein-after mentioned, and this Agreement shall be wholly at an end and void:

Second. The Midland Company shall and will assist, and further, as assenting Parties, such Application or Applications to Parliament, as mentioned in Clause First of this Agreement, by doing, at their own Expense all such Acts, and taking all such Steps as may be from Time to Time required on their Part by the Standing Orders of either House of Parliament, or otherwise as may be necessary or proper, in order to or in connexion with the applying for and procuring the passing of the Act so to be applied for by the Athenry and Tuam Company:

Third

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

Third. That in case the said Athenry and Tuam Railway Company shall not before the 30th October in the Year 1860 have published the Notices required by the Standing Orders of Parliament, and take the necessary Steps for promoting such Bill and carrying same into a Law, it shall be lawful for the Midland Company to publish Notices and to do all such other Acts as shall or may be required for obtaining such Act in the then next or any succeeding Session of Parliament; and in such Case that the said Athenry and Tuam Company shall pay to the said Midland Company, in consequence of such Neglect or Default of such Athenry and Tuam Company, all such Costs and Expenses as may be incurred by the said Midland Company :

Fourth. In anticipation of the procuring of such Act of Parliament, the Athenry and Tuam Company shall and will, at their own Expense, construct and complete, with all reasonable Despatch, and in good and sufficient working Order and Condition, their said Railway, fit to be opened for public Traffic, with all necessary and proper Sidings, Stations, Engine Houses, Goods Stores, Sheds, and other Buildings, and all Turn-tables, Watering Places, Signals, Telegraphs, and other Works and Conveniences; the said intended Railway to be equal, as an average working Line (so far as the Parliamentary Plans will permit), to that Portion of the Midland Great Western Railway Line between Ballinasloe and Galway: And should there be any Dispute between the Midland Railway Company and the Athenry and Tuam Company as to the State of the Line, when proposed to be given up to the Midland Company, such Question shall be referred to the Decision of an eminent impartial Engineer, to be agreed on by the Two Companies, as Umpire, or if the Parties cannot agree, then the Board of Trade shall nominate such Umpire :

Fifth. If and when such Act of Parliament as herein-before mentioned shall have been obtained, and the said Railway, with all its Buildings, Works, and Conveniences, shall have been duly constructed and completed, in accordance with the last preceding Clause, and shall be ready to be opened for public Traffic, the Athenry and Tuam Company shall grant and the Midland Company shall accept a Lease of said Railway, Buildings, Stations, Works, and Conveniences, of the Athenry and Tuam Company, together with the Use of the Quarries and Ballast Pits or Banks of the Athenry and Tuam Company for the Purpose of procuring Materials therefrom for the Maintenance and Repair of the Line, for the Term of Ten Years, to commence and take effect from the Day on which the said Railway shall be fit to be opened for public Traffic, as herein-before provided, and Possession thereof shall have been duly offered by the Athenry and Tuam Company to the Midland Company; and the Rent to be reserved in such Lease shall be the fixed Sum of Four thousand Pounds per Annum, to be payable half-yearly during the said Term :

Sixth. The Athenry and Tuam Company shall and will, at their own Expense in all respects, maintain and keep the said Railway, Buildings, Works, and Conveniences, during the first Year of the Term of the said Lease, in good and sufficient Repair, working Order and Condition, and the Midland Company shall and will, at their own Expense in all respects, maintain and keep the same, during the Residue of the said Term, in good and sufficient Repair, working Order and Condition, and at the Expiration of the said Term shall and will leave and deliver

The Athenry and Tuam Railway (Leasing or Sale) Act, 1860.

up the same in the like good and sufficient Repair, working Order and Condition, reasonable Wear and Tear thereof only excepted:

Seventh. The Athenry and Tuam Company shall and will also use or permit the said Midland Company to use the compulsory Powers vested in the said Athenry and Tuam Company for the Purpose of purchasing extra Gravel Hills, Land, or Quarries which the said Midland Company shall require, upon being thereunto required by said Midland Company, such last Company paying to or indemnifying the said Athenry and Tuam Company of, from, and against all Sum or Sums of Money which may be payable to the Landowners or otherwise by reason of the Purchase of such extra Land, or the Use thereof, by the said Midland Company:

Eighth. The formal Lease to be prepared and executed shall contain all necessary Covenants and Terms for carrying into effect the Provisions of this Agreement with respect thereto, and (subject thereto, and so far as is consistent therewith) all such Provisions, Conditions, Covenants, and Agreements as are in the like Cases required and directed by the "Railways Clauses Consolidation Act, 1845," and a Clause or Provision for referring any Dispute or Difference that may arise thereunder to Arbitration, under the Provisions of the last-mentioned Act; and such formal Lease shall, in case of Dispute or Difference as to the same or the Terms thereof, be settled on behalf of both Parties by John Horatio Lloyd, Esq., of the Inner Temple, Barrister-at-Law, or in case of his Death, or of his Refusal or Incapacity to act, by some Barrister to be named for that Purpose by the Attorney General for Ireland for the Time being; and the formal Lease as so settled by the said John Horatio Lloyd or such other Barrister as aforesaid shall be adopted by both the Companies Parties hereto, and shall be executed by them respectively within One Calendar Month after it shall be so settled, or so soon thereafter as conveniently may be:

Ninth. The Athenry and Tuam Company shall not nor will at any Time during the Continuance of this Agreement, or of the Lease to be executed in pursuance thereof, extend, or obtain or apply for Powers to extend, their Line of Railway beyond their present or intended Terminus at Tuam, to or towards or in the Direction of Castlebar, Westport, or Ballina, in any way directly or indirectly promote, or assist or encourage any other Company or Persons in promoting, any new or extended Line of Railway from Tuam aforesaid to or towards or in the Direction of the said Three Places or any of them, without the distinct Sanction and Consent of the Midland Company in Writing under their Common Seal first had and obtained:

Tenth. If any Dispute or Difference shall arise between the Companies Parties hereto, the Settlement of which is not herein-before otherwise provided for, as to whether the said Railway, with its Buildings, Works, and Conveniences, has been duly constructed or completed, or is in good and sufficient Order and Condition, or as to the Meaning of this Agreement, or as to the due Performance of and Compliance with the same by either of the said Companies, or as to any other Matter or Thing arising out of or connected with this Agreement, and not hereby referred to Arbitration in any other Manner, concerning every such Dispute or Difference, as and when it may arise, the same shall be referred to and

decided

The Athenry and Tuam Railway (Leasing or Sale) Act. 1860.

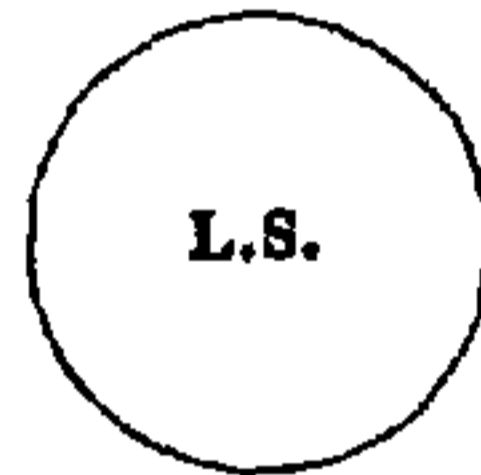
decided by Arbitration in the Manner provided in that Behalf by the "Railways Clauses Act, 1845."

In witness whereof the respective Companies have affixed their Seals hereto, the Words "the Settlement of which is not herein-before otherwise provided for" being first interlined in the 10th Clause on the 4th Page hereof previous to the sealing hereof.

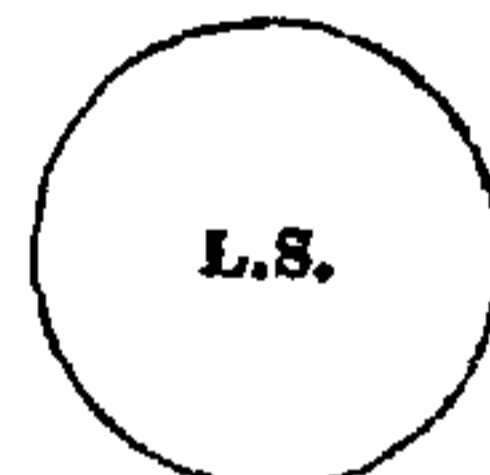
Sealed by the Athenry and Tuam Railway Company
 in the Presence of (the Words "of Ireland Company"
 written on an Erasure on the Sixth Line from Top
 of First Page; the Word "settling" on an Erasure on
 the Tenth Line from Top of First Page; "Line" on
 an Erasure, Twenty-fourth Line, First Page; the Word
 "First" on an Erasure, Sixteenth Line from Bottom,
 Second Page; "Thirtieth" on an Erasure, Ninth Line
 from Bottom, Second Page; "Purpose of" interlined
 on Tenth Line from Bottom, Third Page; the Words
 "the Settlement of which is not herein-before other-
 wise provided for" interlined between the Thirteenth
 and Fourteenth Lines, Fourth Page; and "im," to make
 the Word "impartial," at the Beginning of the Twelfth
 Line from the Top of the Third Page)

J. F. NICOLL,

Secretary, Athenry and Tuam Railway Company.



And by the Common Seal of the Midland Great Western
 Railway of Ireland Company in Presence of
 W. P. KIRWAN.



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