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VICTORIÆ REGINÆ.

Cap. cxxix.

An Act to authorize the Waterford, New Ross, and Wexford Junction Railway Company to make Deviations from their authorized Railway, and to construct new Railways; and for other Purposes.

[15th July 1867.]

HEREAS by "The Waterford, New Ross, and Wexford 29 & 30 Vict. Junction Railway Act, 1866," the Waterford, New Ross, and Wexford Junction Railway Company, in this Act called "the Company," were incorporated, and were authorized, amongst other things, to make and maintain the several Railways in that Act specified, and therein distinguished as Number 1, Number 2, Number 3, Number 4, and Number 5: And whereas it is expedient that the Company should be empowered to abandon a Part of their authorized Railway, and to make the Railways by this Act authorized instead thereof: And whereas Plans and Sections of the proposed Railways showing the Lines and Levels thereof respectively, and the Lands required for the Purposes of the Undertaking, and also Books of Reference to such Plans respectively 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 thereof, have been deposited with the respective Clerks of the Peace for [Local.]22~Hthe

the Counties of Kilkenny and Wexford, and are hereafter referred to as the deposited Plans, Sections, and Book of Reference: 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 of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The Waterford, New Ross, and Wexford Junction Railway (Deviation) Act, 1867."

Incorporation of General Acts herein named.

2. The Lands Clauses Consolidation Act, 1845, so far as the same is consistent with the Railways Act (Ireland), 1851, "The Lands Clauses Consolidation Act Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Railways Act (Ireland), 1851," "The Railways Act (Ireland), 1860," "The Railways Act (Ireland), 1864," Parts I. and III. of "The Railways Clauses Act, 1863, are, except where expressly varied by this Act, incorporated with and form Part of this Act.

Interpretation of Terms. 3. In this Act the several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to such Construction; the Words "the Railways," or "the Railways and Deviation," shall mean respectively the Railways and the Works connected therewith respectively by this Act authorized to be constructed, and the several other Expressions and Words to which by the Acts in whole or in part incorporated with this Act Meanings are assigned shall have the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Works authorized by Act. 4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

Firstly, a Railway (Four Furlongs Three Chains and Eighteen Yards in Length, to be deemed Part of the Company's authorized Railway Number 1) commencing by a Junction with the Company's pany's

pany's authorized Railway Number 1 at its Termination in the Township and Parish of Rosbercon in the County of Kilkenny, and terminating in the Townland of Craywell in the Parish of Saint Mary's in the County of Wexford in a Garden in the Occupation of William Cherry by a Junction with the Railway in this Act secondly described:

Secondly, a Railway (Four Miles Six Furlongs Four Chains and Three Yards in Length, in this Act called Railway Number 2, in substitution for a Part of the Company's authorized Railway Number 2) commencing in the Townland and Township of New Ross in the Parish of Saint Mary's in the County of Wexford in a Yard in the joint Occupation of Samuel Crosthwaite and others, and terminating in a Field in the Township of Rathgaroge in the Parish of Ballyanne in the said County of Wexford by a Junction with the Company's authorized Railway Number 2: Provided that the Company shall not enter upon, take, or use any of the Land of Mrs. Ellen Power and Messrs. Andrew Mc Cormick and Shephard Fletcher Mc Cormick, or any or either of them, without their respective Consents in Writing being first had and obtained.

5. Whereas by "The Railways Clauses Consolidation Act, 1845," As to Deposit it is provided that Certificates of any Omissions, Misstatements, or of Plans. erroneous Descriptions in certain Plans and Books of Reference therein of Unions. referred to should be deposited with the Postmaster of the Post Towns in or nearest to the several Parishes in Ireland in which the Lands affected thereby should be situate, and it is also provided that certain Plans and Sections of such Alterations in the original Plans and Sections as shall have been approved of by Parliament should also be deposited with such Postmasters, and be retained and produced by them for Inspection in manner therein mentioned: And whereas, in compliance with the Standing Orders of both Houses of Parliament, the several Plans, Sections, and other Documents heretofore required to be deposited with the Postmasters of the Post Towns in Ireland are now deposited with the Clerks of the Unions instead of such Postmasters: Be it therefore enacted, That with reference to this Act all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, and to the Expressions "Postmasters of the Post Towns in or nearest to such Parishes in Ireland," or the Word "Postmaster," in the same Act, shall be read and construed as if the Expression "Clerks of the Unions within which such Parishes are included in Ireland," or the Words "Clerk of the Union," as the Case may be, had been used and inserted in such Act in lieu of the Expression "the Postmaster of the Post Town in and the time the state of the s

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or nearest to such Parishes in Ireland," or in lieu of the Word "Postmaster," as the Case may be.

Railways and Works to form Part of Company's Undertaking.

6. The Railways by this Act respectively authorized shall form Part of the Undertaking of the Company; and the Railway by this Act secondly authorized, and the Portion of the authorized Railway Number 2 not by this Act abandoned, shall for the Purposes of the Thirteenth Section of the recited Act be substituted for the Railway Number 2 in that Section referred to.

Compensation for Damage to Land by Entry, &c. for Purposes of Railway abandoned.

7. The Company shall abandon the Construction of so much of the Railway Number 2 authorized by the said recited Act as is rendered unnecessary by the Construction of the Railways by this Act authorized; the Abandonment by the Company, under the Authority of this Act, of any Portion of the Railway Number 2 authorized by the recited Act, shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the recited Act.

Compensation to be made in respect of Portion of Railway abandoned.

8. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portion of the Railway or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

9. It

9. It shall be lawful for the Company to appropriate and apply for the Purposes of this Act, or any of them, any of the Monies which they are already authorized to raise, and which may not be towards required by them for the Purposes of the recited Act.

Company may apply their Funds Purposes

10. The Powers of the Company for the compulsory Purchase of Powers for Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

compulsory Purchases : limited.

11. If the Railways and Works by this Act authorized shall not be Period for completed within Four Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways and Works by this Act authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Completion of Works.

12. In making the Railways and Works by this Act authorized, Lateral and and shown on the deposited Plans and Sections, the Company may vertical Dedeviate from the Lines and Levels thereof shown thereon respectively to any Extent laterally within the Limits of Deviation from the same shown on the deposited Plans, and vertically not exceeding Five Feet from the Levels thereof shown on the deposited Sections.

13. In altering for the Purposes of this Act the Road next herein- Inclination after mentioned the Company may make the same of any Inclination of Roads. not steeper than the Inclination herein-after mentioned in connexion therewith; (that is to say,)

Number on deposited Plan.	Parish.	Townland.	Description of Road.	Intended Inclination.
49	Rosbercon	Rosbercon	Public Road	1 in 14
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14. In case the Commissioners for building a Bridge over the For Protec-River of Ross shall re-erect the Bridge, and the Tolls, after the tion of New opening for public Traffic of the Line of Railway authorized by this Act between New Ross and Rosbercon, be reduced upon an average sioners. extending over a Period of any consecutive Three Years, shall amount to less than the Amount of Tolls received upon an average extending over the Period of Three Years immediately preceding the opening such Line of Railway (and in ascertaining such Periods of Three Years the Time the said Bridge of the said Commissioners shall not be open and used for Traffic shall not be counted), then and in such Case the Commissioners shall receive from the Company Compensation equal to the Amount of such Loss, to be determined in manner provided by the "Lands Clauses Consolidation Act, 1845."

Ross Bridge

For the Protection of Messieurs Cherry.

15. Whereas Messieurs William and Richard Cherry are the Lessees of certain Lands, Brewery, and Tenements in Craywell near New Ross in the County of Wexford, through some Part of which the Railways and Works hereby authorized will or may be constructed, and they are apprehensive that the present Supply of Water now arising upon the said Lands may be prejudicially affected by the Execution of the said Works: Therefore be it enacted, That all Water cut by the said Company in the Execution of the said Works upon the said Lands and Premises, and to which Water the said Messieurs Cherry are now entitled, shall be supplied by the Company to the present Water Tank, numbered on the deposited Plans 25, in the Parish of Saint Mary's in the Townland of Craywell, at the present Elevation thereof, or that the Company shall furnish the said Messieurs Cherry with a Supply of Water to the said Tank equal in Quantity and Quality to their present Supply: Provided that should the Company in the Execution of the Works find or cut any additional Supply of Water upon the said Lands, to which Water the said William and Richard Cherry are entitled, the Company shall permit them to take and use the same, and give them all reasonable Facilities for that Purpose.

between the Company and Mr. Tottenham confirmed.

- Railways as to form Part of Waterford, New Ross, and Wexford Junction Railway.
- 16. The Agreement between the Company and Mr. Charles Tottenham, dated the 12th Day of April 1867, a Copy of which is set forth in the Schedule hereto, is hereby confirmed.
- 17. The Company may from Time to Time demand and take in to Tolls, &c. respect of the Railways by this Act authorized the same Tolls, Rates, and Charges as they are authorized to receive for and in respect of their authorized Undertaking as if they were Part of such Undertaking, and such Railway shall for the Purposes of Tolls and Charges, and all other Purposes, be Parts of the Company's Undertaking as if authorized by the recited Act.

Powers of Act of 1866 as to Agreements to extend to Works under this Act.

18. The Powers and Provisions of the Waterford, New Ross, and Wexford Junction Railway Act, 1866, authorizing the Company and other Companies to enter into and carry into effect Agreements with respect to the Railways and Works by that Act authorized, shall extend to Agreements with respect to the Railways and Works by this Act authorized.

Provision for Purchase by Company of Bagenals. town and Wexford Railway.

19. Whereas the Undertaking, Line of Railway, and other Property of the Bagenalstown and Wexford Railway Company have not been purchased by the Company from Standish Motte, who has ceased to be a Director of the Company, and he is willing to sell the same to the Company, and the said Line is necessary for the Purposes

of the Company's Undertaking: Therefore the Company shall, before they engage in or enter into any Contract for any other Part of their Works, by Notice in Writing under their Common Seal delivered to Standish Motte, his Heirs or Assigns, or left for him or them at his or their then or then last usual or known Place of Abode in the United Kingdom, declare the Company's Desire to purchase the same Undertaking, Line of Railway, and other Property, and Standish Motte, his Heirs and Assigns, shall sell and the Company shall purchase the same at a Valuation to be made in a gross Sum, according to the then State, Condition, and Value thereof, by a competent and impartial Valuer appointed for the Purpose by the Board of Public Works in Ireland, on Application being made to them for the Purpose by the Two Parties, or either of them, and the Amount of the Valuation shall be satisfied by Payment by the Company in Cash to Standish Motte, his Heirs or Assigns, of One Fourth Part thereof, and by the Issue to him or them of ordinary Shares of the Capital of the Company, to be deemed fully paid up to the Amount of the remaining Three Fourth Parts thereof; and in making such Valuation the Valuer shall consider the Shares as worth the nominal Amount of the same, and all the Costs, Charges, and Expenses attending the Valuation shall be paid by the Company: Provided that if the Company and the said Standish Motte, his Heirs or Assigns, so agree, the said One Fourth Part of the Amount of the Valuation instead of being paid in Cash may be satisfied by the Issue to him or them of perpetual yearly Rentcharges of Five per Cent. on the Value of the said Fourth Part, which Rentcharges the Company are hereby authorized to create and issue, and the same shall be secured as the Two Parties agree; and such Rentcharges shall be of the Nature of Personal Estate and not of the Nature of Real Estate, and shall be transmissible accordingly; and the Company shall keep Registers of the Rentcharges, and of Transfers thereof; and the Provisions of Sections 45, 46, and 47 of the Companies Clauses Consolidation Act, 1845, are for that Purpose incorporated with and form Part of this Act, and (mutatis mutandis) shall be read and have Effect accordingly, and shall apply to such Rentcharges: Provided also, that in the event of the Company not satisfying the Amount of the Valuation within One Month after the Date thereof in manner aforesaid, the Valuer shall direct the Mode in which the said Valuation shall be satisfied, and the Company are hereby authorized and required to create and issue any necessary Securities for that Purpose, and upon the Valuation being satisfied the Bagenalstown and Wexford Railway shall vest in and become the Property of the Company.

20. The Company shall not, out of any Money by the recited Act Deposits for authorized to be raised, pay or deposit any Sum which, by any future Bills

Standing paid out of

Company's Capital.

Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Saving
Rights of
the Crown
in the Foreshore.

21. Nothing contained in this Act or in any of the Acts therein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the previous Assent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, or Authorities vested in or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Provision for General Railway Acts.

22. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the recited Act authorized to be made 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 hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

23. All Costs, Charges, and Expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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ARTICLES OF AGREEMENT made the Twelfth Day of April 1867 between Charles Tottenham, of MacMurrough in the County of Wexford, Esquire, (herein-after called Mr. Tottenham,) on behalf of himself and his Son James Henry Loftus Tottenham (herein-after called his Son), of the one Part, and the Waterford, New Ross, and Wexford Junction Railway Company (herein-after called the Company) of the other Part.

WHEREAS the Company was incorporated by the Waterford, New Ross, and Wexford Junction Railway Act, 1866, and was authorized to make and maintain, among other Railways, a Railway described in the Act as Railway No. 2., and to enter upon, take, and use certain Lands situate at MacMurrough in the County of Wexford, of which Mr. Tottenham is Owner for his own Life, and his Son is Tenant in remainder, and also certain Lands in MacMurroughs Island of which Mr. Tottenham is Owner for his own Life: And whereas an Agreement was entered into between Mr. Tottenham and Mr. Standish Motte, One of the Promoters of the said Act, on the 23rd July 1866, by which it was provided that the Company should construct the Accommodation Works and Station therein specified on the said Lands, and perform the other Acts in such Agreement mentioned: And whereas the Company have a Bill called "The Waterford, New Ross, and Wexford Junction Railway (Deviation Act), 1867," now pending in Parliament, for the Purpose of authorizing them to make, among other Works, a deviated Line of the Railway No. 2. (herein-after called the deviated Line): And whereas Mr. Tottenham has petitioned the House of Commons against such Bill, and in order to the Withdrawal of his Opposition thereto it has been determined that the said Agreement of the 23rd July 1866 shall be cancelled, and that these Presents shall be sentered into in lieu thereof, and be scheduled to the intended Act: Now therefore these Presents witness that for the Considerations herein appearing it is mutually covenanted and agreed by and between Mr. Tottenham for himself and also on behalf of his Son, their and each of their Heirs, Executors, Administrators, and Assigns, of the one Part, and the Company of the other Part, as follows; that is to say, if the Bill pass into Law, and the Company make their Railway through Mr. Tottenham's Lands, or any Part thereof, the following Conditions and Stipulations shall apply:

1. In constructing the deviated Line the Company may take any Portion of the Lands of Mr. Tottenham or of his Son in MacMurroughs, or MacMurroughs Island, delineated on the deposited Plans and described in the deposited Book of Reference referred to in the Bill, and within the Limits of Deviation marked on the deposited Plans for the deviated Line, and they may also deviate such Line in the Townland of MacMurroughs, passing near or through the House called MacMurroughs, and

and the Lawn and Lands adjacent thereto, beyond and out of the Limits of Deviation shown upon the deposited Plans and Section, and may alter and vary the Levels and the Character and Mode of executing the deviated Line in and through Mr. Tottenham's Lands to such Extent and in such Manner as the Engineer may deem necessary or expedient; and the Company may take such Lands out of the Limits of Deviation shown upon the deposited Plans as the Engineer may deem necessary or expedient for the Purposes of such deviated Line, but not exceeding Two hundred Yards in Width on any Part thereof.

2. The Company shall pay Mr. Tottenham the Sum of 3,500l. as Purchase Money and Compensation for all Land and Buildings taken by them for the Purposes of the deviated Line belonging to him and to his Son, or in which they or either of them are or is interested, such Payment to cover and include all Compensation and Damages of every kind whatsoever sustained or to be sustained by Mr. Tottenham and his Son, or either of them, their or either of their Heirs, Executors, Administrators, and Assigns, by reason of the taking of the said Lands, and the Execution of the deviated Line and Works connected therewith; such Sum of 3,500l. to be paid by the Company before entering upon or taking possession of any Part of the said Lands, except with his Consent in Writing.

3. The House called MacMurroughs House, and Offices adjacent thereto, to be pulled down by the Company with reasonable Care, and the Materials thereof to belong to Mr. Tottenham, who shall have Liberty to cause the same to be removed, provided that it be done in such Manner and at such Times as the Company's Engineers shall reasonably direct.

4. Mr. Tottenham and his Son to deduce a good marketable Title to all the Lands and Hereditaments taken in MacMurrough by the Company, and herein-before mentioned, for an Estate of Inheritance in Fee Simple in possession or remainder, either in himself alone or in himself and his Son, free from Incumbrances, and for an Estate for Life of Mr. Tottenham to all the said Lands in MacMurroughs Island, and all necessary and proper Parties shall concur in and execute all Conveyances and other Deeds necessary for conveying and assuring the said Lands for the Estates aforesaid to the Company before or on the Payment of the Purchase Money.

5. The Company shall at their own Cost, on the Completion of the deviated Line, plant the whole or such Portion of the Embankment of the deviated Line through the said Estate with such Trees and Shrubs as Mr. Tottenham shall reasonably require and select, and the Company shall maintain, prune, and plant such Trees and Shrubs from Time to Time in such a Manner as may be required by Mr. Tottenham; provided that the Company shall not be debarred from using thereafter any Portion of the said Embankment for the Use or Maintenance of the Railway.

6. The Company shall in the Formation of the deviated Line construct an arched Bridge of the Width of Twenty-five Feet at the least between the Abutment Walls, and of sufficient Height, on the Land numbered 6 in the Townland of MacMurrough, at such Points as shall be selected and approved by Mr. Tottenham or his Surveyor and the Engineer of the Company,

Company, for the Purpose (if required) of making a public Road beneath the said Embankment, such Bridge to be constructed by the Company in such Manner and Position as may be consistent with the general Plans and Design of the Railway and the Acts of Parliament applicable thereto; and in case of any Difference between the Company's Engineer and Mr. Tottenham arising, the Question to be left to an Officer or Person to be appointed by the Board of Works in Ireland. whose Decision thereon shall be final, and who shall also determine by whom the Expenses attending the obtaining such Decision shall be paid.

7. No Road or Passage on the said Estate now opened and used, and essential to the Enjoyment of or Communication with the Farms thereof, intersected by the said Railway, shall be closed by the Company except with Mr. Tottenham's Consent in Writing.

8. In constructing the deviated Line the Company shall make and maintain all proper Drains, Culverts, and Passages in conformity with the Public Acts relating thereto, including One or more Culverts in the Townland of MacMurrough, in the Properties numbered 5, 7, and 10 in the deposited Plans, at such Points as shall be selected and approved by Mr. Tottenham for that Purpose.

9. The Company, in the event of the Bill passing into Law, will, within Six Months thereafter, pay to Messieurs Bryden and Robinson, the Parliamentary Agents of Mr. Tottenham, 100l. in respect of his said Petition and of these Presents; and the Company will also, on or before the 10th Day of August next, pay to them the Sum of 501., as mentioned in the Agreement of the 23rd July 1866.

In consideration of these Presents neither Mr. Tottenham nor his Son shall directly or indirectly further oppose the passing of the said Bill; and the Agreement of the 23rd Day of July 1866 is hereby declared to be cancelled on the Day of the Date of the intended Act receiving the Royal Assent, but not otherwise. In witness whereof the said Charles Tottenham has hereunto set his Hand and Seal, and the Company have hereunto set their Common Seal, the Day and Year first before written.

CHARLES TOTTENHAM. L.S.

Signed, sealed, and delivered by the within-named Charles Tottenham in the Presence of

> Noel H. Robinson, Parliamentary Agent, 6, Great Queen Street, Westminster.

The Common Seal of The Waterford, New Ross, and Wexford Junction Railway Company.

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Printed by George Edward Eyre and William Sportiswoode, Printers to the Queen's most Excellent Majesty.

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