



CHAPTER clxxix.

An Act for making a railway from Tralee to Fenit, in the county of Kerry; and for other purposes. A.D. 1880.

[26th August 1880.]

WHEREAS the making and maintaining of the railways hereinafter described from Tralee to Fenit, in the county of Kerry, would be of public and local advantage:

And whereas the persons in this Act named, with others (hereinafter called "the promoters"), are willing at their own expense to construct such railways, and are desirous of being incorporated into a company for the purpose, under the name of the Tralee and Fenit Railway Company (hereinafter called "the Company"):

And whereas an agreement bearing date the twenty-ninth day of May one thousand eight hundred and eighty has been made between the promoters, the Limerick and Kerry Railway Company (hereinafter called the "Kerry Company"), and the Waterford and Limerick Railway Company (hereinafter called the "Waterford Company"), for the working by the Waterford Company of the undertaking of the Company, and also providing that the Kerry Company should construct a single line of railway parallel with their existing line of railway from the termination of the Railway No. 1 by this Act authorised to the station at Tralee of the Limerick and Kerry Railway:

And whereas it is expedient that the said agreement should be confirmed, and should be made binding on the Waterford Company, and the Kerry Company, and the Company:

And whereas it is expedient that the Company and the Public Works Loan Commissioners, who are mortgagees of the ship canal, known as the Tralee Ship Canal, constructed under the powers of the Acts ninth George the Fourth, chapter one hundred and eighteen, and sixth and seventh William the Fourth, chapter one hundred and fourteen, and who have been in possession of the undertaking as such mortgagees since the year one thousand eight hundred and

A.D. 1880. forty, should be authorised to make and carry into effect arrangements and agreements for the purchase by the Company of the said canal, together with the powers, rights, and privileges belonging thereto :

And whereas plans and sections of the railways showing the lines and levels thereof, and also books of reference to the plans 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 or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Kerry, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the grand jury of the county of Kerry did, by a resolution passed at the spring assizes of one thousand eight hundred and eighty, and dated the sixth day of March one thousand eight hundred and eighty, agree that if and when at any time during the period of thirty-five years after the opening of the railways for public traffic the net receipts from the railways shall not, after payment of the interest on the mortgages and debenture stock of the Company, amount to a sum equal to a dividend upon the capital expended thereon at the rate of five pounds per centum per annum, then the sum or amount required to make up such dividend as aforesaid on thirty thousand pounds, part of the capital of the Company, shall become payable and be paid half yearly by that part of the barony of Trughenackmy which is situate in the poor law union of Tralee, in the county of Kerry: Provided that the said net receipts shall, after payment of the interest on such mortgages and debenture stock as aforesaid, be applied to the payment of the said dividend in priority to any other purpose whatsoever, and that no liability under the said guarantee shall attach to the said barony in any half year during the said period of thirty-five years in which the Company shall have earned net receipts amounting to a dividend at the rate of five pounds per centum per annum on the portions of the share capital guaranteed by the said barony: Provided also, that when the net receipts shall exceed the amount necessary to cover the dividend on the amount guaranteed by the said barony, one half of such surplus in each half year shall be applied to repay to that county any principal sums (exclusive of interest) which they may have previously paid under or by reason of such guarantee. If any moneys shall have been paid or contributed by the said barony under the provisions of this Act, all such moneys, together with the costs and expenses of levying the same, shall be, as from the dates of the respective payments of the

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same, charged upon the railways and the net receipts from the same, and the said moneys so charged shall be payable to the treasurer for the time being of that county, to be applied by him in relief of the said barony :

And whereas it is expedient that the grand jury of the county of Kerry should be authorised to grant such county, or baronial guarantee as is herein-after provided :

And whereas it is expedient that provision should be made for attaching the said guarantee to specific shares in the capital of the Company to the extent and in the manner herein-after defined :

And whereas it is expedient that from and after the expiration of the said guarantee, provision should be made for converting the shares to which the said guarantee is attached into preference shares of the Company :

And whereas it is expedient that certain powers should be given to limited owners as herein-after provided :

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

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

1. This Act may be cited as the *Tralee and Fenit Railway Act, 1880.* Short title.

2. The Companies Clauses Consolidation Act, 1845, and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, the Lands Clauses Consolidation Act, 1845, as amended by the Railways Act (Ireland), 1851, the Railways Clauses Consolidation Act, 1845, the Railways Act (Ireland), 1851, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Act (Ireland), 1860, the Railways Act (Ireland), 1864, the Railways Traverse Act, Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act. Incorporation of general Acts.
8 & 9 Vict. c.16.
26 & 27 Vict. c. 118.
8 & 9 Vict. c.18.
14 & 15 Vict. c. 70.
8 & 9 Vict. c.20.
23 & 24 Vict. c. 106.
23 & 24 Vict. c. 97.
27 & 28 Vict. c. 71.
31 & 32 Vict. c. 70.
26 & 27 Vict. c. 92.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction : the expression "the Company" means the Company incorporated by this Act ; the expression "the railways" or "the railway" Interpretation of terms.

A.D. 1880. — means the railways by this Act authorised; the expression “the barony” or “the said barony” means that part of the barony of Trughenackmy which is situate in the poor law union of Tralee, in the county of Kerry; the expression “the Tralee Ship Canal” means the ship canal constructed under the powers of the Acts ninth George the Fourth, chapter one hundred and eighteen, and sixth and seventh William the Fourth, chapter one hundred and fourteen.

Incorporation of Company.

4. The Right Honourable William Reginald Earl of Devon, Sir Henry Donovan, knight, Samuel Murray Hussey, Robert McCowen, Richard Latchford, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railway, and for other the purposes of this Act; and for those purposes shall be and are hereby incorporated by the name of “The Tralee and Fenit Railway Company,” and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. Subject to the provisions of this Act, 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, sidings, approaches, works, and conveniences connected therewith respectively, 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 authorised by this Act are:

- (1.) A railway three furlongs five chains in length, commencing in the townland of Ballynahoulort, in the parish of Tralee, by a junction with the Limerick and Kerry Railway, and terminating in the townland of Bawnboy, parish of Clogherbrien:
- (2.) A railway six miles and nine chains in length, commencing by a junction with the intended Railway No. 1 at its termination, and terminating in the townland of Fenit Without, parish of Fenit, on the foreshore of Tralee Bay.

As to deposit of plans with clerks of unions.

6. With reference to this Act, all the provisions of sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall be read and construed as if the expression “clerks of the unions within which such parishes are included in Ireland,” or the

words "clerks of the unions" (as the case may be), had been used and inserted in such sections in lieu of the expression "the post-masters of the post towns in or nearest to such parishes in Ireland," or in lieu of the word "postmasters" (as the case may be). A.D. 1880.

7. The capital of the Company shall be forty-five thousand pounds in four thousand five hundred shares of ten pounds each. Capital.

8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or Corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof. Shares not to be issued until one fifth paid up.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

10. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt clause in case of persons not sui juris.

11. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any ordinary share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share;" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share. Power to divide shares.

12. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend after such rate, not exceeding six pounds per centum per annum, as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder, if any, Dividends on half shares.

A.D. 1880. in payment of dividend on the deferred half share, and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of the profits of the year only.

13. Each preferred half share shall be entitled, out of the profits of each year, to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Half shares to be registered and certificates issued.

14. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

15. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

16. The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share, distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

Preferred shares not to be cancelled or surrendered.

17. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

18. The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares (whether preferred or deferred, or one of each) held by the same person shall

confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

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19. The Company may from time to time borrow on mortgage any sum not exceeding in the whole fifteen thousand pounds, but no part thereof shall be borrowed until the whole capital of forty-five thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Power to
borrow
moneys on
mortgage.

20. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than two thousand pounds in the whole.

Appointment
of a receiver.

21. The Company may create and issue debenture stock with interest at a rate not exceeding five pounds per centum per annum, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Debenture
stock.

22. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Application
of moneys.

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First ordinary meeting.

23. The first ordinary meeting of the Company shall be held within three months after the passing of this Act.

Quorum of general meetings.

24. The quorum of a meeting of the Company shall be not less than ten proprietors, holding in the aggregate not less than one-twentieth part of the capital of the Company.

Number of directors.

25. The number of directors shall be five.

Qualification of directors.

26. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum of directors.

27. The quorum of a meeting of directors shall be three.

First directors.

28. The Right Honourable William Reginald Earl of Devon, Sir Henry Donovan, knight, Samuel Murray Hussey, Robert McCowen, and Richard Latchford, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845, and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

29. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed three acres.

Period for compulsory purchase of lands.

30. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to cross certain roads on the level.

31. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line only whilst the railway shall consist of a single line, and afterwards with

a double line only across and on the level of the road next
herein-after mentioned ; (that is to say,) A.D. 1880.

No. on deposited Plans.	Parish.	Townland.	Description of Road.

RAILWAY NO. 2.

10	Ballynahaglish	Ballymakegoge	Public Road.
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32. In altering, for the purposes of this Act, the road next
herein-after mentioned, the Company may make the same of any
inclinations not steeper than the inclinations herein-after mentioned
in connexion therewith ; (that is to say,)

Inclination
of a certain
road.

No. on deposited Plans.	Parish.	Townland.	Description of Road.	Intended Inclination.
RAILWAY NO. 2.				
3	Fenit	Fenit Without	Public	1 in 15 on one side.

33. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Power to
take ease-
ments, &c.
by agree-
ment.

34. The Company may with the consent of any limited owner pay any purchase money payable to such limited owner in respect of any lands purchased or taken under the authority of this Act by the issue to such limited owner of as many shares as shall be equal in nominal amount to such purchase money, and such shares shall be deemed to be shares fully paid up. Such shares shall be held upon the like uses, trusts, and for the same purposes, and in the same manner, as the lands in respect of the purchase money for which such shares were issued stood settled. The Company shall,

Payment of
purchase
money to
limited
owners in
shares in
certain cases.

A.D. 1880. with respect to such shares, make an entry or memorial in their registry of the shareholders of the uses, trusts, and purposes aforesaid, and, subject to the uses, trusts, and purposes affecting such shares, the limited owner for the time being in respect thereof shall have all the other rights and powers of a shareholder in the Company: Provided that the Company shall not be bound to see to the application of any dividend received by such limited owner. The term "limited owner" in this section and in the following section shall mean any person or persons by whom the powers of sale conferred by section seven of the Lands Clauses Consolidation Act, 1845, may under the authority of the said section be lawfully exercised: Provided also that no such payment by shares to a limited owner under this section shall be made until a certificate approving thereof shall have been granted by an inspecting engineer or engineers, or other person or persons to be for such purpose nominated and appointed by the Commissioners of Public Works in Ireland, who are hereby authorised on the application of any such owner or of the Company to make such appointment; and the costs relating to such nomination and appointment, inspection, and certificate shall be paid by the Company as the Commissioners shall direct.

Limited owners of land may grant same free of cost to the Company with consent of Commissioners of Public Works.

35. It shall be lawful for the limited owner (as herein-before defined) of any land which the Company are authorised to take for the purposes of the railway or other works which they are authorised to construct to grant, transfer, or convey the same or any portion thereof to the Company free of cost, and such grant, transfer, or conveyance shall confer a good title to the lands described therein: Provided that no such grant, transfer, or conveyance by a limited owner under this section shall be made until a certificate approving thereof shall have been granted by an inspecting engineer or engineers, or other person or persons to be for such purpose nominated and appointed by the Commissioners of Public Works in Ireland, who are hereby authorised, on the application of any such limited owner or of the Company, to make such appointment, and the costs relating to such nomination and appointment, inspection, and certificate shall be paid by the Company as the Commissioners shall direct.

Deposit money not to be repaid except so far as railway is opened.

36. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of her present Majesty, chapter twenty, a sum of two thousand three hundred and ninety-three pounds, being five per centum upon the amount of the estimate in respect of the railway, has been deposited

with the Chancery Division of the High Court of Justice in Ireland, A.D. 1880.
 in respect of the application to Parliament for this Act, which fund
 is referred to in this Act as the deposit fund: Be it enacted that,
 notwithstanding anything contained in the said Act, the said
 deposit fund shall not be paid or transferred to or on the applica-
 tion of the person or persons, or the majority of the persons, named
 in the warrant or order issued in pursuance of the said Act, or the
 survivors or survivor of them (which persons, survivors, or survivor
 are or is in this Act referred to as the depositors), unless the
 Company shall, previously to the expiration of the period limited
 by this Act for the completion of the railway, open the same for
 the public conveyance of passengers: Provided that if within such
 period as aforesaid the Company open any portion of the railway
 for the public conveyance of passengers, then, on the production of
 a certificate of the Board of Trade specifying the length of the
 portion of the railway opened as aforesaid and the portion of the
 deposit fund which bears to the whole of the deposit fund the same
 proportion as the length of the railway so opened bears to the
 entire length of the railway, the said Chancery Division shall, on
 the application of the depositors, or the majority of them, order
 the portion of the deposit fund specified in the certificate to be
 paid or transferred to them, or as they shall direct; and the certifi-
 cate of the Board of Trade shall be sufficient evidence of the facts
 therein certified; and it shall not be necessary to produce any
 certificate of this Act having passed, anything in the above-
 mentioned Act to the contrary notwithstanding.

37. If the Company do not previously to the expiration of the
 period limited for the completion of the railway complete the same
 and open it for the public conveyance of passengers, then and in
 every such case the deposit fund, or so much thereof as shall not
 have been paid to the depositors, shall be applicable, and after due
 notice in the Dublin Gazette shall be applied, towards compensating
 any landowners or other persons whose property has been interfered
 with or otherwise rendered less valuable by the commencement,
 construction, or abandonment of the railway or any portion thereof,
 or who have been subjected to injury or loss in consequence of the
 compulsory powers of taking property conferred upon the Company
 by this Act, and for which injury or loss no compensation or
 inadequate compensation has been paid, and shall be distributed in
 satisfaction of such compensation as aforesaid in such manner and
 in such proportions as to the Chancery Division of the High Court
 of Justice in Ireland may seem fit, and if no such compensation is
 payable, or if a portion of the deposit fund has been found sufficient

Application
of deposit.

A.D. 1880. — to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

38. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof respectively as is then completed.

Tolls.

39. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed in carriages upon the railway or any part thereof, as follows :

For every person conveyed in or upon any such carriage, per mile twopence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny halfpenny :

Class I. For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any such carriage, per mile threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny :

Class II. For every ox, cow, bull, or neat cattle conveyed in or upon any such carriage, per head per mile threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one penny :

Class III. For every calf, pig, sheep, lamb, or other small animal conveyed in or upon any such carriage, per mile one penny ;

and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of one farthing. A.D. 1880.

In respect of the goods conveyed on the railway :

Class IV. For all coals, dung, compost, and all sorts of manure, lime, and limestone, and all undressed materials for the repair of public roads or highways, per ton per mile one penny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class V. For all coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, tiles, slates, clay, ironstone, iron ore, and pig iron, sheet iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils, bricks, salt, sand, fireclay, and stone, per ton per mile one penny halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class VI. For sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains, per ton per mile twopence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding three farthings :

Class VII. For cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny :

Class VIII. And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, per mile sixpence ; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

40. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls or sums by this Act authorised to be taken. Limitation of charges for propelling power.

41. The following provisions and regulations shall apply to the fixing of the tolls and charges payable under this Act ; (that is to say,) Regulations as to tolls.

For all passengers, animals, minerals, or goods conveyed on the railway for a less distance than three miles, the Company may

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demand and receive the before-mentioned tolls as for three miles :

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile ; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

With respect to all articles except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for
small parcels
and great
weights.

42. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,)

For the carriage of small parcels on the railway :

For any parcel not exceeding seven pounds in weight, three-pence ;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, fivepence ;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight, sevenpence ;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight, ninepence ;

And for any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight, the Company may demand any sum they think fit :

Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight :

For the carriage of any single article the weight of which, including the carriage, exceeds four tons but does not exceed

eight tons, the Company may demand any sum not exceeding A.D. 1880.
sixpence a ton per mile:

For the carriage of any single article the weight of which, including the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

43. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,) Maximum rates for passengers.

For every passenger conveyed in a first-class carriage, threepence a mile:

For every passenger conveyed in a second-class carriage, twopence a mile:

For every passenger conveyed in a third-class carriage, one penny a mile:

44. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where any such service is performed by the Company, shall not exceed the following sums; (that is to say,) Maximum rates for animals and goods.

For every animal mentioned in Class I., per mile fourpence:

For every animal mentioned in Class II., per mile twopence:

For every animal mentioned in Class III., per mile one penny:

For the articles and goods mentioned in Class IV., per ton per mile one penny halfpenny:

For the articles and goods mentioned in Class V., per ton per mile twopence:

For the articles and goods mentioned in Class VI., per ton per mile twopence halfpenny:

For the articles and goods mentioned in Class VII., per ton per mile threepence:

For any carriage mentioned under Class VIII., not weighing more than one ton, sixpence per mile; if weighing more than one ton, one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

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Passengers
luggage.

45. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal
station.

46. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing
charges not
to apply to
special
trains.

47. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company
may take
increased
charges by
agreement.

48. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

36 & 37 Vict.
c. 73.
Confirmation
of agreement
between the
Company and
Limerick and
Kerry and
Waterford and
Limerick
Railway
Companies.

49. Subject to the provisions of section 27 of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873, the agreement entered into between the Promoters and the Waterford Company and the Kerry Company, set forth in the schedule hereto, shall be and the same is hereby confirmed, and shall be binding upon the Company and the Waterford Company and the Kerry Company respectively.

Tolls on
traffic con-
veyed partly
on the rail-
way and
partly on the
Limerick
and Kerry
Railway.

50. During the continuance of the agreement scheduled to this Act for the working and use of the railway by the Waterford Company, the railway of the Company and of the Kerry Company worked by the Waterford Company shall, for the purposes of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the Limerick and Kerry Railway for a less distance than three miles, tolls and charges may be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods,

for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the Limerick and Kerry Railway.

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51. If and when at any time during the period of thirty-five years after the opening of the railway for public traffic the net receipts from the railway, to be ascertained in manner herein-after provided for, shall not, after payment of the interest on the mortgages and debenture stock of the Company, amount to a sum equal to a dividend upon the capital expended thereon at the rate of five pounds per centum per annum, then the sum or amount required to make up such dividend as aforesaid on thirty thousand pounds, part of the capital of the Company, shall become payable and be paid half yearly by the barony.

County of
Kerry to
contribute.

52. Provided that the said net receipts shall, after payment of the interest on such mortgages and debenture stock as aforesaid, be applied to the payment of the said dividend in priority to any other purpose whatsoever, and that no liability under the said guarantee shall attach to the barony in any half year during the said period of thirty-five years in which the Company shall have earned net receipts amounting to a dividend at the rate of five pounds per centum per annum on the portions of the share capital guaranteed by the said barony: Provided also, that when the net receipts shall exceed the amount necessary to cover the dividend at the rate aforesaid on the amount guaranteed by the said barony, one half of such surplus in each half year shall be applied to repay to the barony any principal sums (exclusive of interest) which they may have previously paid under or by reason of such guarantee.

Provisions
as to
guarantee.

53. Provided always, that the lands, property, stations, houses, goods stores, railway, and premises in the said barony belonging to the Great Southern and Western Railway Company shall not be liable to be rated or assessed for the purposes of the guarantee by this Act authorised, and the guarantee hereby authorised shall be diminished by the proportion which would otherwise have been applicable to the lands, property, stations, houses, goods stores, railway, and premises of the Great Southern and Western Railway Company.

Exemption
in favour of
Great
Southern
and Western
Railway
Company.

54. If any moneys shall have been paid or contributed by the said barony under the provisions of this Act, all such moneys, together with the costs and expenses of levying the same, shall be, as from the dates of the respective payments of the same, charged

Moneys paid
by barony of
Trughen-
ackmy to be
a charge on

A.D. 1880.
 railway and
 income
 thereof.
 For ascer-
 taining
 amount to be
 paid by the
 barony.

upon the railway and the net receipts from the same, and the said moneys so charged shall be payable to the treasurer for the time being of the county, to be applied by him in relief of the barony.

55. For the purpose of ascertaining such net receipts and the half-yearly sums (if any) which shall be paid by the barony during such time as the same shall be payable, and for other the purposes to be executed by the arbitrators as herein-after mentioned, the Board of Trade, upon the request of the Company, may from time to time, by warrant under the hand of their secretary for the time being, appoint as arbitrators the county surveyor for the time being of the county of Kerry and two other persons to be selected by the Board of Trade, and may supply the place of any arbitrator dying, resigning, or refusing or failing to act, or becoming incapacitated; and such arbitrators shall from time to time, by their certificate in writing, ascertain and determine the amount of such net receipts in each half year applicable to the payment of the said dividend, and shall assess and determine the sums necessary to be paid and made up by the said barony to meet the deficiency (if any) in such net receipts of the Company to pay the half-yearly dividend aforesaid; and every certificate of such arbitrators under their hands, or (in case all the arbitrators shall be unable to agree) under the hands of any two of them, shall be in all respects final and binding on the said barony; and from and immediately after each delivery of any certificate the said barony, and all lands, hereditaments, or premises therein respectively, shall be and are hereby charged and made chargeable with the payment of such half-yearly sums, and every such certificate and a duplicate thereof, if required, shall be delivered to the Company, upon the request and upon payment by them to such arbitrators of such remuneration (if any) for their trouble in regard thereto as the Board of Trade shall determine.

Accounts of
 receipts to
 be rendered.

56. For the purpose of ascertaining the receipts from the railway, the working expenses thereof, and the profits of the railway, if any, applicable to the payment of the dividend as aforesaid, the Company shall from time to time, on or before the first day of May and the first day of November in every year, make out and render to the arbitrators a full, true, and distinct account of all the receipts, of every nature and kind, for the then preceding half year ending the thirty-first day of December and thirtieth day of June in each year, arising in any manner from the railway, and of the expenditure thereof, which account the said arbitrators shall and they are hereby authorised and empowered to examine, with the documents and vouchers evidencing the same; and all books,

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papers, and accounts in the custody and control of the Company relating to the business of the Company, and all accounts, documents, vouchers, books, and papers kept by the Company, shall, upon the request of the said arbitrators, be from time to time produced to such arbitrators for examination; and such arbitrators may (if they think fit) employ one actuary or accountant to assist them in such examination, from time to time, at the cost and expense of the Company; and the Company shall, so long as the said barony contributions may continue, keep proper and correct books of account to show the receipts and profits on the railway, and the expenditure thereof, to which books of account the said arbitrators shall have access at all reasonable times, and from which they may take extracts; and the Company shall, during the said period, send duplicate returns to the said arbitrators of the accounts which they are bound by any Act of Parliament now in force or that may hereafter be in force to transmit to the clerks of the peace; and the said arbitrators shall adjust and balance the said accounts, and as to all matters relating to the said accounts, or what shall be considered as gross receipts from traffic, or net profits from traffic, their decision shall in all respects be final and conclusive on all parties.

57. The Company shall from time to time deliver such certificate or a duplicate thereof to the secretary of the grand jury of the county of Kerry, who shall lay such certificate or duplicate thereof before the grand jury of such county at the assizes next after he shall have received the same; and it shall be lawful for such grand jury, and they are hereby required, from time to time, and without application to presentment sessions, to present the sum mentioned in every such certificate relating to the said barony to be raised and levied off the said barony, and the same shall be assessed, raised, and levied in the like manner as any presentment made under the authority of an Act passed in the sixth and seventh years of the reign of His late Majesty King William the Fourth, chapter one hundred and sixteen, and any Act or Acts amending the same; and the treasurer of the county of Kerry, out of the first moneys collected and remaining in his hands after repayment of Government advances, gaol expenses, and salaries of public officers payable by that county, shall pay the sum so presented by the grand jury to the Company, or in such other manner as the Company shall direct; and if the grand jury of that county shall fail to present the sum or any part thereof contained in any such certificate relating to such barony, the treasurer of that county shall and he is hereby required to insert such sum or such omitted part thereof in his warrant for

Sums mentioned in certificates to be presented by grand jury and paid by treasurer.

A.D. 1880.

raising the moneys presented at the same assizes, as if such sum had been duly presented by such grand jury to be raised in manner herein-before mentioned off the said barony as aforesaid, and the same shall be raised and levied off the said barony accordingly, as if the same had been so presented, and the said treasurer shall pay over the amount when by him received, as herein-before provided, as if such money had been presented by such grand jury.

Conditions
of bond by
collectors
of grand jury
cess.

58. The defeasance of every bond of a collector of grand jury cess within the said barony liable to the barony contributions to be hereafter given or executed, by way of security for duly collecting and paying public money, shall contain a condition for his duly collecting and paying to the treasurer of the county of Kerry, within which the said barony is situated, on or before each next succeeding assizes, all such money as he shall from time to time be authorised to levy under this Act; and such bonds shall be subject to all provisions now applicable to bonds given or executed by collectors of grand jury cess.

Remunera-
tion to
collectors.

59. The grand jury of the county of Kerry shall also present such sum of money, to be levied off the said barony as aforesaid, and to be paid to any such collector as aforesaid as his remuneration for collecting such assessment, as is payable in the case of the collection of grand jury cess.

Tenants to
deduct half
the cess
from the
rent.

60. When the person occupying any lands, hereditaments, or premises shall be liable to pay a rent in respect of the same, he may deduct from such rent one half of the sum which he shall have paid as grand jury rate or cess under the provisions of this Act in respect of each pound of the net annual value, whether such rent shall be greater or less than such net annual value, and so in proportion for any less sum than a pound, not exceeding the aforesaid poundage rate or cess payable by him under the provisions of this Act: Provided always, that no deduction be made from tithe rentcharge or other composition in lieu of tithes for or on account of any such rate or cess.

Sub-lessors
to make
proportionate
deductions
from superior
landlord's
rent.

61. When any person to whom rent shall be payable in respect of any hereditaments shall also pay a rent in respect of the same, he shall be entitled to deduct from the rent so paid by him a sum bearing such a proportion to the amount of rate or cess deducted under the provisions of this Act from the rent payable to him as the rent paid by him bears to the rent payable to him, not exceeding the half of the said rate or cess payable by him: Provided always, that no lessee or other person paying any rate or cess under this Act in respect of any hereditaments held by him for lives renewable

for ever, or for the residue of any term of years which when originally created shall not have been less than nine hundred years, shall deduct any portion of such rate or cess from the rent payable by him in respect of such hereditaments. A.D. 1880.

62. In all cases a receipt for the rate or cess to be levied under the authority of this Act in respect of any hereditaments shall be accepted by every person entitled to receive rent in respect of the same, in lieu of such a portion of rent as the person tendering such receipt is hereby entitled to deduct from such rent by reason of his payment of the rate or cess for which such receipt shall be given: Provided always, that no deduction on account of any payment of rate or cess under this Act shall be held to be a discharge of any portion of any gale or quarterly or other payment of rent due from the person entitled to make such deduction, so as to prejudice the right of any landlord to recover the possession of any hereditaments by ejectment for nonpayment of rent thereof, in any case where the remaining portion of such gale or quarterly or other payment of rent shall be unpaid, but it shall be lawful for such landlord to proceed for the recovery of such hereditaments by ejectment as effectually as if the entire gale or quarterly or other payment of rent out of which such deduction is hereby allowed had remained wholly due or unpaid: Provided also, that no deduction shall be made from any rentcharge granted by way of jointure, or any other rentcharge or annuity granted, limited, or devised for a life or lives in being only, or for years determinable on a life or lives in being. Receipt for
rate to be
taken in
discharge.

63. In all cases where any moneys are under the provisions of this Act made payable to the treasurer for the time being of the county of Kerry, or to the said barony, such moneys may be recovered with full costs by the same ways and means as grand jury cess is now recoverable. As to actions
by treasurer
of county of
Kerry.

64. After the expiration of thirty-five years from the opening of the railway for public traffic, or when and as soon as the Company, by deed under their common seal, (which, with the consent in writing of all the holders for the time being of the said thirty thousand pounds, part of the capital of the Company, or such part thereof as shall have been subscribed for, they are hereby empowered to execute,) shall have released the said barony from all further liability (whichever shall first happen), the contributions of the said barony shall cease; and from and after the expiration of that period or the delivery of such deed, as the case may be, all the provisions of this Act with reference to the contributions by the said barony shall for ever cease and determine, except as to the sums Cessation of
contribu-
tions.

A.D. 1880. — respectively which the said barony shall then be liable to pay, or which shall be then due to the said barony and charged upon the railway, in respect of which sums the said provisions shall, until the same respectively shall have been paid, remain in full force and effect; and when, after the expiration of the said period or the delivery of such deed, as the case may be, the sum due to the said barony shall have been paid, of which a statement in writing under the hands of the treasurer of the county of Kerry shall be conclusive evidence, the other creditors of the Company shall in respect of their debts be entitled to and have the same priority as if the said provisions had not been contained in this Act: Provided that if any of such holders as aforesaid for the time being of the said sum of thirty thousand pounds, part of the capital of the Company, shall be a minor, idiot, or lunatic, the consent of the guardian or committee of his estate, as the case may be, shall be sufficient for the purposes of this section.

Company
may attach
guarantee to
certain
shares.

65. The Company may from time to time issue thirty thousand pounds, part of their ordinary share capital, in shares of ten pounds each, with the guarantee of the barony attached thereto, and such guarantee shall attach to such shares and to no other part of the capital of the Company, and the holders of such guaranteed shares shall be entitled to all the benefits of such guarantee accordingly, to the exclusion of all other persons whomsoever, whether shareholders in or creditors of the Company: Provided always, that nothing in this section contained shall alter, prejudice, or in any way affect the conditions on which the said guarantee is authorised to be granted under this Act.

Designation
of guaran-
teed shares.

66. The guaranteed shares issued in pursuance of this Act to which the guarantee of the barony shall attach shall be called "Tralee and Fenit Railway guaranteed shares," and the terms and conditions on which such shares respectively are issued, including the effect of the exemption herein-before contained in favour of the Great Southern and Western Railway Company, shall be stated in the certificates relating thereto.

On expiry of
guarantees
guaranteed
shares to
become pre-
ference
shares.

67. From and after the expiration of the said guarantee, or from and after the date at which the Company shall have released the said barony from all further liability (whichever shall first happen), the guaranteed shares shall become and be preference shares of the Company; but the dividend thereon shall not exceed the rate of five pounds per centum per annum.

Sale of
Tralee ship

68. The Company shall purchase, and the Public Works Loan Commissioners shall sell to the Company, the ship canal and under-

taking mentioned in the said Acts, ninth George the Fourth, chapter one hundred and eighteen, and sixth and seventh William the Fourth, chapter one hundred and fourteen, (including therein all property of the Commissioners of the Harbour of Tralee now in possession of the said Public Works Loan Commissioners, hereinafter in this Act called "the said ship canal,") and the purchase money for the said ship canal shall be the sum of eight thousand pounds, of which sum five thousand four hundred pounds has already been paid to the said Public Works Loan Commissioners, and the balance of two thousand six hundred pounds shall be secured as herein-after in this Act provided.

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canal to the
Company.

69. On the passing of this Act, the said ship canal shall vest in the Company freed from all claims of the said Public Works Loan Commissioners (other than claims arising in respect of the said sum of two thousand six hundred pounds, the unpaid balance of the said purchase money of eight thousand pounds), and also freed from all claims of the Commissioners of the Harbour of Tralee, but subject to the charges, debts, leases, covenants, contracts, obligations, and liabilities affecting the said ship canal; and the Company shall, subject to the provisions of this Act, at all times after the passing of this Act, keep indemnified the Public Works Loan Commissioners and their secretary against all charges, debts, leases, covenants, contracts, obligations, and liabilities incurred or entered into in respect of the said ship canal by the said Public Works Loan Commissioners or their secretary, or any person or company through whom they or he derive title, and all actions, claims, and demands on account thereof.

Provisions
as to pay-
ment of
price.

70. On the passing of this Act all the rights, powers, and privileges of the Commissioners of the Harbour of Tralee and their officers and servants, which by virtue of either of the recited Acts might be exercised and enjoyed by them respectively, shall be exercised and enjoyed by the Company in the same manner and subject to the same regulations, restrictions, obligations, penalties, and immunities as the same might have been exercised or enjoyed in accordance with the said Acts by the Commissioners of the Harbour of Tralee and their officers and servants, or by the Public Works Loan Commissioners and their officers and servants.

Rights, &c.
of Tralee
Harbour
Commis-
sioners to be
exercised by
the Com-
pany.

71. The said sum of two thousand six hundred pounds (the balance of the purchase money of eight thousand pounds) shall be paid to the said Public Works Loan Commissioners by annual instalments of not less than two hundred pounds, with interest in the meantime at the rate of five pounds per centum per annum on

Balance of
purchase
money to be
paid to
Public
Works Loan
Commis-
sioners

A.D. 1880.

sioners
within
limited
period.

the principal sum for the time being remaining unpaid (such interest to be computed from the seventeenth day of March one thousand eight hundred and eighty), and such instalments with interest shall be paid yearly on the seventeenth day of March, commencing in the year one thousand eight hundred and eighty-one, and the said balance and the interest thereon until payment shall be the first charge upon the undertaking of the said ship canal, and also, subject to the provisions contained in section seventy-three of this Act, upon the railway undertaking authorised by this Act, and in priority to all rentcharges or mortgages granted by the Company, and all debenture stock issued by them.

Provision in
case of
default in
payment of
balance.38 & 39 Vict.
c. 89.

72. In case default shall be made in payment of the said balance of two thousand six hundred pounds or the interest thereon, or any part of such balance or interest, the said Public Works Loan Commissioners or their secretary shall have and may exercise all the same remedies and powers for enforcing and obtaining payment of such balance and interest or the unpaid part thereof as are conferred by the Public Works Loans Act, 1875, for enforcing and obtaining payment of money due under a mortgage made to the secretary of the said Commissioners pursuant to the provisions of that Act, and for the purposes of this section the said balance and the interest thereon shall be deemed money secured by mortgage under that Act.

Power to
transfer
Tralee ship
canal to the
Tralee and
Fenit Pier
and Harbour
Commis-
sioners.
24 & 25 Vict.
c. 45.

73. Whereas a Provisional Order pursuant to the provisions of the General Pier and Harbour Act, 1861, and the General Pier and Harbour Act, 1861, Amendment Act, has been made by the Board of Trade and confirmed by Parliament for the incorporation of a body of Commissioners (therein and herein called the "Tralee and Fenit Pier and Harbour Commissioners"), with all necessary and usual powers for the construction and maintenance of a pier and harbour at Fenit in the county of Kerry: And whereas it would be for the benefit of the public that the said ship canal should form part of one undertaking with the said pier and harbour: Be it therefore enacted, that at any time after the passing of this Act the Company may transfer and convey to the Tralee and Fenit Pier and Harbour Commissioners the said ship canal at the same price and on the same terms and conditions at which the Company purchased the said ship canal from the Public Works Loan Commissioners, and the Tralee and Fenit Pier and Harbour Commissioners may take the said transfer and accept the said conveyance at such price and upon the said terms and conditions, and upon the completion of such transfer and conveyance all the rights, powers, and

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privileges of the Commissioners of the Harbour of Tralee and their officers and servants, which by virtue of the said Acts of ninth George the Fourth, and sixth and seventh William the Fourth, or either of them, might be exercised and enjoyed by them respectively, shall be exercised and enjoyed by the Tralee and Fenit Pier and Harbour Commissioners, in the same manner and subject to the same regulations, restrictions, obligations, penalties, and immunities as the same might have been exercised or enjoyed in accordance with the said Acts by the Commissioners of the Harbour of Tralee and their officers and servants, or by the Public Works Loan Commissioners and their officers and servants; and the Company and the railways and undertaking authorised by this Act shall be released from all covenants, contracts, obligations, and liabilities in relation to the said ship canal, and from payment of all instalments and interest to become due after such conveyance in respect of the said balance of two thousand six hundred pounds or the interest thereon, charged in favour of the Public Works Loan Commissioners, and the said sum of two thousand six hundred pounds or the unpaid part thereof, and the interest thereon, shall thenceforth become and be a first charge on the whole undertaking of the Tralee and Fenit Pier and Harbour Commissioners, including their pier and harbour as well as the said ship canal.

74. So long as any moneys shall be owing to the said Public Works Loan Commissioners on account of the said charge of two thousand six hundred pounds, separate accounts shall be kept and furnished to the last-mentioned Commissioners of all receipts and expenditure in respect of the said ship canal; and the net profits received from the said canal, after discharging all salaries and outgoings properly payable in respect of the said ship canal, shall be applied year by year, in priority to all other payments, in discharging the said annual instalments of two hundred pounds and the interest on so much as shall for the time being remain unpaid of the said charge of two thousand six hundred pounds.

Provisions as to charge of two thousand six hundred pounds owing to Public Works Loan Commissioners.

75. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments, or any rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, the management of which is vested in the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities

Saving rights of the Crown.

A.D. 1880. vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up.

76. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

77. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general railway Acts.

78. Nothing in this Act contained shall exempt the Company or the railway 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 by this Act.

Expenses of Act.

79. 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.

SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the 29th day of May One thousand eight hundred and eighty, between the Promoters of the TRALEE AND FENIT RAILWAY COMPANY (herein-after called "the Promoters") of the first part, the LIMERICK AND KERRY RAILWAY COMPANY (herein-after called "the Kerry Company") of the second part, and the WATERFORD AND LIMERICK RAILWAY COMPANY (herein-after called "the Waterford Company") of the third part.

WHEREAS the Promoters have made application to Parliament for a Bill to incorporate a company under the name of "The Tralee and Fenit Railway

Company" (herein-after called "the Fenit Company") for making the A.D. 1880.
following railways; viz.

1. A railway, three furlongs five chains in length, commencing in the townland of Ballynahoulort, in the parish of Tralee, by a junction with the Limerick and Kerry Railway, and terminating in the townland of Bawnboy, parish of Clogherbrien;
2. A railway, six miles and nine chains in length, commencing by a junction with the intended Railway No. 1., at its termination, and terminating in the townland of Fenit Without, parish of Fenit, on the foreshore of Tralee Bay:

And whereas the Waterford Company has agreed with the Kerry Company to work in perpetuity the railways of the Kerry Company:

And whereas the convenience of the public and the interest of the three companies would be promoted if the Waterford Company were to work and manage the railways of the Fenit Company in connexion with the railways of the Kerry and Waterford Companies: Now, therefore, these presents witness that it is hereby mutually agreed by and between the Promoters for themselves and their assigns, the Kerry Company for themselves and their assigns, and the Waterford Company for themselves and their assigns, as follows; (that is to say,)

Article 1. The expression "the railway," wherever herein-after employed, means and includes the railways of the Fenit Company as the same may be authorised, and the sidings, stations, approaches, junctions, works, and conveniences connected therewith.

Article 2. The word "traffic," wherever herein-after employed, means and includes all passengers, troops, police, parcels, mails, animals, goods, minerals, and merchandise, or other traffic whatsoever, whether local or through, to be conveyed on the railway or any part thereof. The expression "local traffic" means traffic arising and terminating on and passing along the railway of the Fenit Company only. The expression "through traffic" means traffic arising or terminating on the railway and passing to or from stations or places beyond the railway.

Article 3. The Kerry Company shall construct a single line of railway parallel with their existing line of railway from the termination of the Railway No. 1 above described to the station at Tralee of the Limerick and Kerry Railway, with proper junctions and works for the interchange of traffic at that station.

Article 4. The Fenit Company shall make and complete the railway so as it may be conveniently worked in connexion with the Kerry Railway with a single line of rails, including all proper and sufficient junctions, sidings, sheds, stations, cranes, water-tanks, water-cranes, signals, electric telegraph, and other works and conveniences, and including also all proper and sufficient dwelling-houses at level crossings where necessary, and including all necessary goods stores, station-houses, station fittings, gas-fittings, fixtures, furniture, and other conveniences, including all necessary passing-places, and so that the railway shall at the latest by the time limited by Parliament for the completion thereof, or such other time or times as may hereafter be limited, be approved by the Government inspector of railways as being in all respects fit to be opened and

A.D. 1880.] used for public traffic, and the land required for the railway shall be obtained, and the railway and the works and conveniences connected therewith shall be constructed to the reasonable satisfaction of and in accordance with plans and specifications to be approved by the Waterford Company.

Article 5. Before the opening of the railway for public traffic the Fenit Company shall, to the reasonable satisfaction of the engineer of the Waterford Company, make all such arrangements as shall be proper and sufficient for enabling the Waterford Company on and after the opening of the railway for public traffic to work and use the same in accordance with this agreement.

Article 6. If and whenever after the opening of the railway for public traffic any further or additional sidings or other works or conveniences are found requisite for the due development, or the safe and convenient reception, accommodation, conveyance, or delivery of traffic thereon, or for compliance with the requirements of any Acts of Parliament, the same shall, at the request of the Waterford Company, subject to the proviso herein-after contained, be provided by and at the expense of the Fenit Company, and they shall provide and complete the same to the reasonable satisfaction of the engineer of the Waterford Company, and the same when completed shall for the purposes of this agreement be deemed to be part of the railway: Provided always, that if any difference shall arise between the Fenit Company and the Waterford Company as to the expenditure on such further or additional sidings or other works or conveniences, or as to the necessity for such further or additional sidings or other works or conveniences, or should the Fenit Company desire to make any such further or additional sidings or other works or conveniences, and the Waterford Company object thereto, the same shall be determined by arbitration in the manner herein-after provided.

Article 7. The Fenit Company shall not be bound to make or incur for the purpose of this agreement any expenditure or liability exceeding the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively; but if any further capital expenditure should be agreed on or determined by arbitration, the Waterford Company shall be at liberty to make such expenditure, and deduct such expenditure from the Fenit percentage, on which it shall be a first charge.

Article 8. The Fenit Company will not at any time act as carriers on the railway or any part thereof, and they will abstain from doing and concurring in everything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Waterford Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

Article 9. On and for ever after the opening of the railway for public traffic the Waterford Company, except as herein otherwise provided, may and will maintain and keep the same in good condition and working order, with all proper repairs and renewals, and may and will manage, work, and use the same, and the traffic thereon, in accordance with this agreement: Provided also, that the Waterford Company shall not be required to maintain the railway during the first twelve months after the opening thereof for public traffic, but the same shall during that period be maintained and kept in good order by and at the expense of the Fenit Company.

Article 10. On and for ever after the opening of the railway for public traffic the Waterford Company may and will with engines and rolling stock use the same, and convey traffic thereon, in a proper, safe, and convenient manner, and so as fairly and properly to develop the traffic of the railway, and to afford reasonably sufficient accommodation to the district to be served by the railway.

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Article 11. The Waterford Company shall not be obliged to run more trains on the railway than may be required to fairly develop the traffic of the district to be served by the railway, and to give full facilities for the reasonable requirements of the traffic passing to and from Fenit and Tralee.

Article 12. On and for ever after the opening of the railway for public traffic the Waterford Company will provide and employ a sufficient number of clerks, porters, engine-drivers, guards, watchmen, workmen, and servants, and all necessary station-masters, and the Waterford Company will also provide all such locomotive power, engines, waggons, and rolling stock of every description, plant, stores or materials, and labour, as shall be proper and sufficient for the working and use of the railway, and every portion thereof, by the Waterford Company, and for the reception, accommodation, conveyance, and delivery by them of the traffic thereon, and the Fenit Company shall not be bound to employ or provide any such persons or things: Provided that the Waterford Company shall not appoint the secretary or his staff, or the solicitor, engineer, directors, or other officers of the Fenit Company.

Article 13. On and for ever after the opening of the railway for public traffic the Waterford Company shall have, exercise, and enjoy at their own expense and risk, and for their own benefit, for the purposes of the management, maintenance, and repair, working, and use by them of the railway or the respective portions thereof, all the rights, powers, and privileges whatsoever in that behalf of the Fenit Company, and as fully and effectually as if the railway, or respective portions thereof, were part of the Waterford Railway.

Article 14. The Waterford Company will, in the exercise of their rights, powers, and privileges under this agreement in all respects except as herein otherwise provided, duly perform and observe the several provisions and obligations with respect to the railway, and the maintenance, repair, management, working, and user thereof, and to the traffic thereon which, under the Acts of Parliament from time to time in force with respect to the same, or otherwise, are binding on the Fenit Company, or on the Waterford Company, and will at all times fully indemnify and save harmless the Fenit Company from and against all obligations and liabilities in that behalf, and all penalties for failure, losses, damages, costs, charges, and expenses, claims, and demands whatsoever in any way occasioned or incurred by, or by reason of any act or default of the Waterford Company, or any of their directors, officers, or servants in relation thereto.

Article 15. On and for ever after the opening of the railway for public traffic the Waterford Company will bear and pay all rates, taxes, assessments, and all salaries, wages, and other outgoings in respect of the railway, or the use and working of the same, and of the traffic thereon, except property or income tax, and except also the remuneration of the directors and auditors, solicitors, and engineer of the Fenit Company, and the salary of their secretary and his staff, if any, and their office expenses. The Fenit Company shall not acquire any of

A.D. 1880. the lands required for the railway in consideration of a rentcharge or other annual payment.

Article 16. On and for ever after the opening of the railway for public traffic the tolls, fares, rates, and charges in respect of the same, and of the traffic thereon, shall be fixed by the general manager for the time being of the Waterford Railway, who shall have power to fix and quote such rates and fares as he may think proper and necessary, and shall in other respects have and may exercise the same powers and authority in and over the railway and the traffic thereof as he shall for the time being have the power to exercise over the Waterford Railway; but subject to the right of the Fenit Company to arbitration under Art. 29 hereof, if at any time they see reason to object to such tolls, fares, rates, and charges.

Article 17. The gross receipts due to the Fenit Company shall consist of the whole amount (including terminals at stations on the railway) of all tolls, fares, rates, and charges for local traffic over the railway, and of an equal mileage proportion of all tolls, fares, rates, and charges for through traffic, including all terminals proper as settled by the Railway Clearing House, but not including paid-ons and moneys actually charged and paid for the collection, cartage, boatage, and delivery of goods and other traffic to or from any terminus or station of the railway, or of the Kerry Railway, or any other railway lying beyond, which last-mentioned amounts shall be in all cases deducted and retained before the apportionment according to mileage.

Article 18. The total amount of all such gross receipts in respect of the railway and the traffic thereon in each half year, such half years ending respectively on the 30th of June and the 31st of December in each year, shall, after the deduction therefrom of the Government duty on passengers (if any), be divided between and belong to the two Companies in the following proportions; (that is to say)

When the average gross receipts of the Fenit Company do not exceed £17 per mile per week, the Waterford Company shall retain 60 per cent.

When they exceed £17, and do not exceed £18, the Waterford Company shall retain 59 per cent.

„	£18	„	£19	58	„
„	£19	„	£20	57	„
„	£20	„	£21	56	„
„	£21	„	£22	55	„
„	£22 and upwards			55	„

which shall be the minimum.

Such percentages shall belong to the Waterford Company, and shall cover all their expenses of and incident to the management, maintenance, repair, working, and user by them of the railway, and their other expenditure and liabilities under this agreement;

The Fenit Company shall be entitled to and have the remaining percentages herein called “the Fenit percentage.”

Article 19. In case an interval less than half a year shall elapse between the first opening of the railway for public traffic and the 30th day of June or the 31st day of December (as the case may be) next following, the provisions of the two articles last preceding shall apply, mutatis mutandis, to such shorter period.

Article 20. In addition to the Fenit percentage, and in lieu of any claim for terminals at Tralee, the Fenit Company shall also receive or be credited with the proportion of the tolls, fares, rates, and charges which the Kerry Company shall receive from or be credited with by the Waterford Company in respect of all traffic passing from any station on the railway into Tralee.

Article 21. The payment of the Fenit percentage, and the addition thereto provided for in the immediately preceding article to be made to the Fenit Company, shall be made within 40 days after the 30th day of June and the 31st day of December in each year.

Article 22. Each of the Fenit and Waterford Companies (herein-after referred to as the "two Companies") will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times for the inspection and transcription of the directors and agents of the two Companies respectively, and the two Companies respectively will afford to each other all proper and sufficient facilities for the inspection of such accounts and vouchers.

Article 23. With respect to all through traffic passing to and from the railway, and any of the several railways from time to time worked or used by the Waterford Company, and whether or not also passing on any other railway, the accounts of the tolls, fares, rates, and charges for the same shall, so far as the Waterford Company can do so, be so kept as to show clearly the fairness of the apportionment.

Article 24. Each of the two Companies will within 30 days after the 30th day of June and 31st day of December in every year transmit to the other Company an accurate abstract of such accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 25. If and whenever either of the two Companies within two calendar months after the transmission to them of any abstract of accounts requires the other Company to verify the same, they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account, or if they permit two calendar months to pass without requiring the verification of the abstract of accounts, the same shall thereupon be deemed a settled account, and no account once settled shall be re-opened unless a manifest error exceeding £100 shall be discovered.

Article 26. Every notice, request, account, or other writing to be given by either of the two Companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the other Company, or be left for them at their principal office respectively.

Article 27. The Waterford Company may from time to time, under their common seal, appoint one director of the Fenit Company, and no other qualification than being a director of the other Company shall be requisite for such director.

Article 28. This agreement shall be in perpetuity.

Article 29. If and whenever any difference arises between the Fenit Company or their assigns on the one hand, and the Kerry Company or their assigns on the other hand, or between the Fenit Company or their assigns on the one hand, and the Waterford Company or their assigns on the other hand, touching the true intent or construction of this agreement, or anything to be done,

A.D. 1880. — suffered, or omitted in pursuance of this agreement, or any of the incidents or consequences of this agreement, or touching the carrying into effect of any of the articles of this agreement, or any breach or non-fulfilment, or alleged breach or non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment, or alleged breach or alleged non-fulfilment, of any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall be referred to and determined by arbitration by a chairman of one of the Irish Railway Companies to be mutually agreed upon or by a traffic manager of one of the Irish Railways to be named by him as sole arbitrator.

Article 30. This agreement is made subject to the sanction of Parliament, and to such alterations as Parliament may see fit to make therein ; but if any material alterations are made therein by Parliament, it shall be competent for either party to withdraw therefrom.

In witness whereof the parties hereof of the first part have hereunto set their hands, and the Kerry and the Waterford Companies have respectively caused their common seals to be hereunto affixed the day and year first above written.

DEVON, Chairman.

HUME WILLIAMS.

The Seal of the Limerick and Kerry Railway
Company was duly affixed in the presence of

CHAS. H. BINGHAM, Secretary.



THOMAS SYNNOTT, Chairman.

The Seal of the Waterford and Limerick Railway
Company was affixed hereto in the presence
of

JNO. KENNEDY, Secretary.



Signed by SIR HENRY DONOVAN,
on behalf of the Promoters of the
Tralee and Fenit Railway, in pre-
sence of

THOS. HUGGARD.

HENRY DONOVAN, KNT.,
for and on behalf of the
Promoters of the Tralee
and Fenit Railway.