ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. cclxxx.

An Act for authorizing the Sale by the Assignees in Bankruptcy of the Estate and Effects of the *Bagenalstown and Wexford* Railway Company of their Line of Railway, and all other their Property, together with the Rights, Powers, Authorities, and Privileges of the said Company; and for the Dissolution of the said Company.

[5th *July* 1865.]

WHEREAS by "The *Bagenalstown and Wexford* Railway Act, 1854," the *Bagenalstown and Wexford* Railway Company, herein-after referred to as "the Company," was incorporated for the Purpose of making and maintaining a Railway (with all proper Works and Conveniences), to be called "The *Bagenalstown and Wexford* Railway," commencing by a Junction with the *Irish South-eastern* Railway at or near the *Bagenalstown* Station of that Railway in the Parish of *Dunleckny* and County of *Carlow*, and terminating at or near the Town of *Wexford* in the County of *Wexford*, and under the said Act (subject to the Powers of converting Loans into Capital therein referred to) the Share Capital of the Company was to be Two hundred and seventy thousand Pounds divided into Twenty-seven thousand Shares of Ten Pounds each and by the said Act the Company were empowered, under the Circumstances and in the Manner therein mentioned, 17 & 18 Vict. c. cxxxvi.

mentioned, to borrow Money to the Amount of Ninety thousand Pounds, and by the said Act the Time for the Exercise by the Company of their Powers for the compulsory Purchase of Lands was limited to Three Years, and the Railway was required to be completed within Five Years from the passing of the said Act, and on the Expiration of such Period the Powers of the said Act granted to the Company for executing the Railways or otherwise in relation thereto were to cease, except as to so much of the Railways as should then have been completed: And whereas by "The *Bagenalstown and Wexford* Railway Act, 1856," the Company were empowered, in the Manner and subject to the Limitation of Amount therein mentioned, to issue as Preference Shares any Shares which the Company were authorized to create by the firstly herein recited Act, and their Power of borrowing the said Sum of Ninety thousand Pounds was varied in the Manner in the Act now in recital mentioned: And whereas by "The *Bagenalstown and Wexford* Railway Act, 1859," the Powers granted to the Company by the firstly herein-recited Act for the compulsory Purchase of Land were revived as regards certain Lands in the Act now in recital mentioned or referred to, and the Time for making so much of the said Railway as was not thereby authorized to be abandoned was extended for a further Period of Three Years from the passing of the Act now in recital, and the Company were authorized to make and maintain the Line of Railway therein described in substitution for a Portion of the Railway authorized by the firstly herein-recited Act, the Formation of which Portion was by the Act now in recital required to be abandoned by the Company; and by the Act now in recital the Time for the Exercise of the Powers of the Company for the compulsory Purchase of Lands for the Purposes of the Deviation Line of Railway was limited to Two Years from the passing of that Act, and such Deviation Line was required to be completed within Three Years from the passing of that Act, and on the Expiration of that Period the Powers granted to the Company for making the same were to cease; and by the Act now in recital the Powers of the Company to borrow Money were increased to any Sum not exceeding One hundred and thirty-five thousand Pounds, in manner in the Act now in recital mentioned; and by the Act now in recital the Company and the *Great Southern and Western* Railway Company were empowered to make Agreements for working the Traffic upon the *Bagenalstown and Wexford* Railway or any Part thereof, with the Engines and Carriages of the latter Company, and the Supply by such Company of Rolling Stock for that Purpose: And whereas by "The *Bagenalstown and Wexford* Railway Act, 1860," the Company empowered to make Branch Railways to *Enniscorthy* in the County of *Wexford*, and to a certain Limestone Quarry at *Ballyellin* in the County of *Carlow*, and an Approach Road or Roads to their Station at *Wexford*, as therein mentioned; and by the Act now in recital the Time for the Exercise of

19 & 20 Vict. c. lxxxviii.

22 & 23 Vict. c. xxxvi.

23 & 24 Vict. c. xxiv.

of the Powers of the Company for the compulsory Purchase of Lands for the Purposes of that Act were limited to Three Years from the passing of that Act, and the *Enniscorthy* Branch was required to be completed within Five Years from the passing of that Act, and on the Expiration of that Period the Powers granted to the Company for making the same were to cease, and by the said Act the Company were required to complete and open for public Traffic the Approach Roads thereby authorized within Two Years from the Date of any Presentment by the Grand Jury of the County of *Wexford* of the Sum of Seven thousand Pounds for the Purposes of such Roads, and after the Expiration of Five Years from the passing of that Act all the Powers of the Company for making such Approach Roads were to cease, and the Company were not to be bound to make such Roads, unless a Presentment of Seven thousand Pounds for the Purposes of such Roads should be made by the said Grand Jury within Two Years from the passing of that Act; and by the Act now in recital the Company were empowered to raise additional Capital, in manner therein mentioned, to the Amount of Eighty thousand Pounds, and to borrow (in addition to the Sums they were then authorized to borrow) Money to the Amount of Twenty-six thousand six hundred Pounds: And whereas under the Provisions of "The *Bagenalstown and Wexford* Railway Act, 1854," and "The *Bagenalstown and Wexford* Railway Act, 1859," the Company made only a Portion, Twenty-one Miles in Length, of the Line of Railway authorized by the last-mentioned Act, that is to say, from the *Irish South-eastern* Railway at *Bagenalstown* to *Ballywilliam* in the County of *Wexford*, and did not complete the said Line into *Wexford*; and the Company have not made any Portion whatever of the Railways and Roads authorized by "The *Bagenalstown and Wexford* Railway Act, 1860," nor was any Presentment made by the Grand Jury of the County *Wexford*, as contemplated by such last-mentioned Act: And whereas by an Arrangement made between the Company and the said *Great Southern and Western* Railway Company the latter Company provided Rolling Stock and other Necessaries for the Purpose of working the said Line from *Bagenalstown* to *Ballywilliam* aforesaid, for Passenger and Goods Traffic, and did for some Time work the said Line from *Bagenalstown* to *Ballywilliam* for Passenger and Goods Traffic for the Company, and in their Name, the Company having no Rolling Stock of their own: And whereas the said *Great Southern and Western* Railway Company afterwards on the 31st *December* 1863 ceased to work the said Line, and there has been no Traffic of any Kind on the said Line since that Day, and the same is now unused: And whereas the Company became insolvent, and upon the Petition of *William Gibton* Esq., One of their Creditors, the Company were on the 27th Day of *May* 1864 adjudicated bankrupt under the Provisions of the *Irish* Bankrupt and Insolvent Act, 1857, in that Behalf, and on Appeal such Adjudication was confirmed: 20 & 21 Vict. c. 60.

And

The Bagenalstown and Wexford Railway (Sale in Bankruptcy) Act, 1865.

And whereas *Michael Murphy* and *Charles Henry James*, the Official Assignees of the Court of Bankruptcy and Insolvency in *Ireland*, are, by virtue of their said Offices, Assignees of the Estate and Effects of the Company: And whereas *Edward Nolan* of the City of *Dublin*, by an Order of the Court of Bankruptcy and Insolvency in *Ireland*, on the 21st Day of *March* 1865, has been appointed Creditors Assignee of the Estate and Effects of the Company: And whereas the Assets of the Company comprise or consist of the said Line of Railway, and the Lands, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances thereunto belonging, and of certain Mineral Waggons, and a Portion of Capital remaining unpaid: And whereas the Company have acquired the Possession of Parts of their Lands on and through which the said Line of Railway has been constructed between *Bagenalstown and Ballywilliam* under Agreements for the Purchase thereof, which Agreements have not yet been completed, and the Purchase and Compensation Monies agreed by the Company to be paid for the same remain unpaid, and such Lands have not yet been conveyed to the Company, and the Persons to or for whose Benefit the said Purchase and Compensation Monies ought to be paid claim the usual Vendors Lien on the said Lands for the unpaid Purchase and Compensation Monies, and the Interest thereon, and such Agreements ought to be completed: And whereas the Company have borrowed, under and by virtue of the Power and Authority given them in that Behalf by the said recited Acts or some of them, various Sums of Money on Mortgage of their said Undertaking, and the same, so far as they remain due and owing, are Charges on the said Undertaking, and it is expedient that the same, when ascertained, should be paid: And whereas the Company have issued Preference Shares to the nominal Amount of Twenty-two thousand Pounds, which they were authorized to create under their said Act of 1856, and all such Shares have been deposited by them as collateral Security for Monies borrowed on Mortgage as aforesaid: And whereas, in order to wind up the Affairs of the Company, and to realize their Property to the best Advantage, it will be necessary that their Undertaking and Line of Railway, Stations, Station Houses, Works, Sidings, Rails, Lands, Conveniences, and Appurtenances, with the Rights, Powers, Authorities, and Privileges of the Company, should be sold: And whereas Doubts have arisen as to the Power of the Assignees in Bankruptcy of the Estate and Effects of the Company to sell and legally convey to a Purchaser or Purchasers the said Undertaking, Line of Railway, Lands, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances, with such Rights, Powers, Authorities, and Privileges as aforesaid, and the Assignees of the Company have been advised that they cannot sell and legally convey the same without the Authority of Parliament, and Application to Parliament for such Authority has been duly authorized by the Court of Bankruptcy and Insolvency

The Bagenalstown and Wexford Railway (Sale in Bankruptcy) Act, 1865.

Insolvency in *Ireland*: And whereas it is expedient that the Assignees should be empowered to sell the said Undertaking, Line of Railway, Lands, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances, together with all such Powers, Rights, Authorities, and Privileges as aforesaid, and that for better giving Effect to such Sale that the Company should be dissolved, subject nevertheless to their Continuance so long and so far as may be necessary for the winding up of the Concerns of the Company: And whereas the Objects aforesaid cannot be attained 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:

Short Title.

1. This Act may be cited as "The *Bagenalstown and Wexford* Railway (Sale in Bankruptcy) Act, 1865."

Power to Assignees to sell Undertaking.

2. It shall be lawful for the said *Michael Murphy* and *Charles Henry James*, or other the Assignees for the Time being of the Estate and Effects of the Company, in case they shall be ordered so to do by the Court of Bankruptcy and Insolvency in *Ireland*, or a Judge thereof, at any Time or Times, but not sooner than Six Months after the passing of this Act, to sell by public Auction and generally in such Manner as shall be ordered by the said Court or Judge the Undertaking of the Company, including the said Line of Railway, and all the Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances to the said Line of Railway in anywise belonging, and all Lands and Hereditaments acquired at Law or in Equity by the Company, and all other the Property and Effects of the Company, and all the Estate, Title, Interest, Rights, Powers, Authorities, and Privileges (save as herein-after otherwise provided) of the Company: Provided that the Purchaser or Purchasers shall be under the same Obligation to maintain and keep open the said Railway for public Traffic that the said *Bagenalstown and Wexford* Railway Company are now subject to under any Act or Acts in that Behalf provided.

Assignees to complete Purchase of Company's Lands.

3. The said Assignees shall, out of the Monies to arise and be produced by the Sale or Sales authorized by this Act, pay the unpaid Purchase and Compensation Monies for such of the Lands of the Company as are comprised in the said Line of Railway from *Bagenalstown* to *Ballywilliam*, and have not yet been conveyed to them, with the Interest payable thereon, and shall in other respects complete the Purchase thereof, and procure the said Lands to be duly conveyed to the Company; and the said Assignees shall likewise out of the said Monies pay any unpaid Damage and Compensation Monies due in respect of any Lands between *Ballywilliam* and

Wexford which have been entered upon and damaged by the Company under any of the Powers of the said Acts.

Payment of Purchase Money.

4. The Purchase Money to arise upon the Sale or Sales herein-before authorized shall be paid into the Bank of *Ireland* to the Credit of the said *Michael Murphy* and *Charles Henry James*, as Official Assignees of the Court of Bankruptcy and Insolvency in *Ireland*, or to the Credit of other the Official Assignees of the said Court for the Time being, as such Official Assignees.

Power to Assignees to execute Transfer of Under-taking.

5. Upon Payment as aforesaid of the Purchase Money, it shall be lawful for the said *Michael Murphy* and *Charles Henry James*, or other the Assignees for the Time being of the Estate and Effects of the Company, by any Deed or Deeds to be by them duly executed, to convey, transfer, and assure the said Undertaking, Line of Railway, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances, Lands, Hereditaments, Property, Effects, Rights, Powers, Authorities, Privileges, and Premises hereby authorized to be sold, and in respect of which such Purchase Money has been so paid, to any Body Corporate or Company, Person or Persons, who shall become the Purchaser or Purchasers thereof.

Transfer to vest Under-taking in Purchasers.

6. When and so soon as the said Undertaking, Line of Railway, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances, Lands, Hereditaments, Property, Effects, Rights, Powers, Authorities, Privileges, and Premises, have been sold, and conveyed, transferred, and assured as aforesaid, the Transferee or Transferees thereof shall hold to him, her, or them, his, her, or their Heirs and Assigns, or, in the Case of a Corporation, then to such Corporation, and his or their Successors, the said Undertaking, Line of Railway, Works, Sidings, Rails, Stations, Station Houses, Conveniences, and Appurtenances, Lands, Hereditaments, Property, Effects, Rights, Powers, Authorities, Privileges, and Premises, freed and for ever discharged from all Mortgages, Charges, Debts, Incumbrances, and Liens affecting the same, whether created by the said *Bagenalstown and Wexford* Railway Company under any Act or Acts of Parliament or otherwise howsoever, or by any other Person or Persons, or in any Manner whatsoever, and from all Claims and Demands of the Company.

Effect of Transfer.

7. From and after the Transfer as aforesaid of the said Under-taking to the Purchaser or Purchasers thereof, such Purchaser or Purchasers shall have and enjoy all Rights, Powers, Authorities, Advantages, and Privileges (save and except the Powers of raising Money by Mortgage or otherwise) given to or conferred upon the Company by the herein-before recited Acts or any of them, or any Act incorporated with them or any of them, or any other Act of Parliament, or otherwise howsoever, and may receive, take, and enjoy all

all Tolls, Rates, Charges, Fines, and Penalties, in all respects as the Company were authorized to do, and generally shall stand in the Place of the Company; but nothing in this Act shall enable such Purchaser or Purchasers to make Calls or enforce Payment of Calls already made on any Member or Shareholder of the Company, or be construed to make such Purchaser or Purchasers responsible for any Debt or pecuniary Liability of the Company (save such Liability as the Company may have been expressly made subject to by the hereinbefore recited Acts or any of them, or any Act incorporated therewith), or for the Payment of any Money payable under any Contract entered into by the Company by Deed or otherwise.

Application of Purchase Money.

8. The Monies to arise and be produced by the Sale or Sales authorized by this Act shall be applied in the first place in Payment of the Costs, when taxed and ascertained, of applying for and obtaining this Act, and of the said Sale or Sales, and in relation thereto, and of procuring the Lands of the said Company to be duly conveyed to the said Company or to the Purchasers under this Act, as herein-before provided, and in the Payment of such other Costs as the Court of Bankruptcy and Insolvency in *Ireland* shall direct to be paid in that Priority, and subject to such Payments shall be applied in completing as by this Act is required the Purchases of the Lands of the said Company not yet conveyed to them, and subject thereto shall be applied in discharge of the several Mortgages executed in pursuance of the Powers in said several Acts, and of all Liens, Incumbrances, Debts, and Liabilities of the Company, according to their legal Priorities.

Purchaser not liable to see to Application of Purchase Money.

9. Upon Payment of the Purchase Money into the Bank of *Ireland* as aforesaid, the Purchaser or Purchasers of the Undertaking shall be discharged from all Liability in relation to the Application of the Money so paid.

Conveyances, &c. to remain in force.

10. Save as herein otherwise provided, all Conveyances, Leases, Appointments, Awards, Contracts, Agreements, Convenants, and other Instruments made or entered into before the Transfer, with respect to the Undertaking so transferred, to, with, by, or on behalf of the Company, shall be and remain valid and effectual for, against, and with respect to the Purchaser or Purchasers respectively, according to their respective Interests in the Undertaking, and may be proceeded on and enforced accordingly.

Deposited Plans, &c. to remain with Clerks of Peace.

11. All Plans and Books of Reference, and all Corrections and Certificates of Correction thereof respectively, deposited for the Purposes of any of the Acts relating to the Company with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the Session of the Seventh Year of King *William* the Fourth

and

and the First Year of Her Majesty, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected and Copies thereof and Extracts therefrom to be taken.

Byelaws continued.

12. All existing Byelaws of the Company shall, until duly revoked, and subject to any Alterations to be duly made therein, continue in force for the Purposes of this Act, and may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Books, &c. continued Evidence.

13. All Documents, Books, and Writings by any of the Acts relating to the Company directed or authorized to be kept, and which, if the Sale and Transfer by this Act authorized had not been made, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Saving Rights, &c. of Assignees.

14. Nothing in this Act shall take away or prejudice any Rights, Authorities, or Powers which the Assignees of the Estate and Effects of the Company would have had for disposing of any Part of the Property and Effects of the Company if this Act had not been passed.

Saving Rights, &c. of Vendors of Company's Lands.

15. Nothing in this Act shall take away, lessen, or prejudice any Lien, Right, Interest, Power, Claim, or Demand of any Person whose Land has been taken possession of by said Company under Agreement for the Purchase thereof, but has not yet been conveyed to the Company.

Determination of Company.

16. Section 169 of the said "Bankrupt and Insolvent (*Ireland*) Act, 1857," shall not apply to the Company, but the Company shall, from and after the passing of this Act, be determined, but without Prejudice to any of the Provisions of the said Bankruptcy and Insolvent Act, for or concerning the winding up of a Bankrupt Joint Stock Company, for the Purposes of all which Provisions the Company shall be considered as subsisting, as provided by Section 172 of the said Act of 1857 in this Behalf.

20 & 21 Vict. c. 60.

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

17. Nothing in this Act shall exempt the Undertaking by this Act authorized to be sold and transferred from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by the recited Acts respectively.

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