

[21 & 22 GEO. 5.] *Yorkshire (Woollen
District) Transport Act, 1931.*

[Ch. lxii.]



CHAPTER lxii.

An Act to make provision as to the abandonment of the tramways and light railways owned or worked by the Yorkshire (Woollen District) Electric Tramways Limited to provide for the running of public service vehicles in substitution therefor and for other purposes.

A.D. 1931.

[8th July 1931.]

WHEREAS by the Dewsbury Batley and Birstal Tramways Order 1873 and the Dewsbury Batley and Birstal Tramways (Extension) Order 1879 (hereinafter referred to as "the Dewsbury Batley and Birstal Orders") the Dewsbury Batley and Birstal Tramways Company Limited were empowered to make a system of tramways between Dewsbury and Birkenshaw (hereinafter referred to as "the Dewsbury Batley and Birstal tramways") all of which tramways were duly made and are now being worked as hereinafter mentioned :

And whereas by the Batley Corporation Tramways Order 1900 (hereinafter referred to as "the Batley Order") the Batley Corporation were authorised to make and work by electricity a system of tramways in their borough all of which tramways were duly made and those numbered 1 1A 2B and 2C (hereinafter referred to as "the Batley tramways") are now being worked as hereinafter mentioned but those numbered 2 and 2A were never operated and have since been removed and

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[Ch. lxii.] *Yorkshire (Woollen [21 & 22 Geo. 5.]
District) Transport Act, 1931.*

A.D. 1931. those numbered 3 and 3A have not been operated for many years :

And whereas the Dewsbury Batley and Birstal tramways were in the year one thousand nine hundred and three situate in the then existing boroughs of Dewsbury and Batley and urban districts of Birkenshaw Birstall Gomersal and Soothill Upper and in or about that year the respective local authorities of those boroughs and districts served notices under section 43 of the Tramways Act 1870 on the then owners of those tramways of their intention to purchase the respective portions of the tramways situate in their respective boroughs and districts :

And whereas by the Dewsbury Batley and Birstal Tramways Act 1903 (hereinafter referred to as " the Act of 1903 ") the British Electric Traction Company Limited (hereinafter referred to as " the B.E.T. Company ") were empowered to construct a tramway in the urban district of Ravensthorpe which tramway has not been made and the Batley Corporation were as regards so much of the Dewsbury Batley and Birstal tramways as were situate in the borough of Batley and the B.E.T. Company were as regards the remainder of the Dewsbury Batley and Birstal tramways empowered to adapt those tramways for working by electricity :

And whereas by the Act of 1903 the local authorities of the respective boroughs of Dewsbury and Batley and urban districts of Birkenshaw Birstall Gomersal and Soothill Upper were empowered when they had respectively purchased in pursuance of the aforesaid notices the portions of the Dewsbury Batley and Birstal tramways situate in their respective boroughs and districts to lease those respective portions of tramways to the B.E.T. Company and the Batley Corporation were also empowered to lease the Batley tramways to that Company :

And whereas in the years one thousand nine hundred and five and one thousand nine hundred and seven the respective portions of the Dewsbury Batley and Birstal tramways situate in the six last-mentioned boroughs and districts were duly transferred to the respective local authorities of those boroughs and districts and leases of those respective portions of tramways by the said local

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

authorities and of the Batley tramway by the Batley Corporation to the B.E.T. Company were duly made : A.D. 1931.
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And whereas all the said leases have since been or are about to be assigned by the B.E.T. Company to the Yorkshire (Woollen District) Electric Tramways Limited (hereinafter referred to as “ the Company ”) :

And whereas by the Batley Extension Order 1909 and the Dewsbury Extension Order 1909 both confirmed by the Local Government Board’s Provisional Orders Confirmation (No. 6) Act 1909 the then existing urban district of Soothill Upper was divided between the borough of Batley and the borough of Dewsbury and the portion thereof added to the borough of Dewsbury included so much of the Dewsbury Batley and Birstal tramways as were then situate in that urban district and thereupon the Dewsbury Corporation became the owners and lessors of that portion of the Dewsbury Batley and Birstal tramways :

And whereas by the Spenborough Council Confirmation Order 1915 the then existing urban districts of Cleckheaton Gomersal and Liversedge were amalgamated into the urban district of Spenborough and the Spenborough Urban District Council constituted by that Order became the owners and lessors of so much of the Dewsbury Batley and Birstal tramways as were formerly situate in the urban district of Gomersal :

And whereas by the Spen Valley Light Railway Order 1901 the Spen Valley Light Railway (Extensions) Order 1901 and the Spen Valley and Morley Light Railways (Extensions) Order 1902 (hereinafter referred to as “ the Spen Valley Orders ”) the B.E.T. Company were authorised to make and work by electricity a system of light railways between Ravensthorpe and Cleckheaton and situate in or passing through the then existing boroughs of Batley and Dewsbury and urban districts of Birkenshaw Cleckheaton Gomersal Heckmondwyke Liversedge Ravensthorpe and Thornhill of which light railways all of those authorised by the first mentioned Order those numbered 2B 2C 3 4 8A and 10 and parts of those numbered 2 5 and 8 authorised by the second mentioned Order and that numbered 3 authorised by the third mentioned Order have been made and constitute a tramway system (hereinafter referred to as “ the Spen Valley

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. tramways") which is being worked as hereinafter mentioned but the remainder of the light railways authorised by the Spen Valley Orders have not been made :

And whereas in the year one thousand nine hundred and five the Spen Valley tramways were transferred by the B.E.T. Company as regards the portion thereof situate in the then existing borough of Dewsbury to the Dewsbury Corporation and as regards the remainder thereof to the Company and the portion so transferred to the Dewsbury Corporation was in the same year leased to the Company :

And whereas the borough of Dewsbury was by the said Dewsbury Extension Order 1909 extended so as to include (inter alia) the portions of the then urban districts of Ravensthorpe and Thornhill in which the Spen Valley tramways had been constructed and was by the County Borough of Dewsbury Order 1912 constituted a county borough :

And whereas by the Spen Valley Light Railways (Amendment) Order 1920 certain of the fares rates and charges authorised to be levied under the Spen Valley Light Railway Order 1901 were increased :

And whereas the First Schedule to this Act states—

In column 1 the present local government areas in which the Dewsbury Batley and Birstal tramways the Batley tramways and the Spen Valley tramways are now respectively situate ;

In column 2 thereof the present owners of the respective portions of those several tramways ;

In column 3 thereof the dates of the leases of the respective portions of those tramways which are not owned by the Company ; and

In column 4 thereof the respective dates of expiry of those leases :

And whereas the whole of the Dewsbury Batley and Birstal tramways the Batley tramways and the Spen Valley tramways are now being operated as one system by the Company by means of electricity supplied on the overhead system :

And whereas the Company also operate services of public service vehicles within and beyond all the boroughs

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

and districts in which the said tramway systems are situate : A.D. 1931.

And whereas it is expedient that the Company be empowered subject to the provisions of this Act to abandon from time to time all or any part of the said tramway systems and that provision be made for the continued working by the Company on the terms in this Act mentioned of the tramways leased to the Company after the expiry of the respective leases thereof (if not previously abandoned) until the abandonment thereof:

And whereas the Dewsbury Corporation were by the Dewsbury Corporation Tramways Order 1911 the Dewsbury Corporation Tramways Order 1912 and the Dewsbury Corporation Act 1915 authorised to construct within the borough of Dewsbury certain tramways described in those Orders and Act and by an agreement between the Dewsbury Corporation and the Company scheduled to the said Act of 1915 certain provisions were made with reference to those tramways including provisions as to the working thereof by the Company when constructed :

And whereas none of the tramways authorised by the last-mentioned Orders and Act has been constructed and it is expedient to repeal the powers and obligations of the Dewsbury Corporation with respect to the construction thereof and to revoke the said agreement :

And whereas it is expedient that the other provisions of this Act be enacted :

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

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

1. This Act may be cited as the Yorkshire (Woollen District) Transport Act 1931. Short title.

2. In this Act the following words and expressions shall unless the context otherwise requires have the respective meanings hereinafter mentioned (viz.) :— Interpretation.

“The Company” means the Yorkshire (Woollen District) Electric Tramways Limited;

“The B.E.T. Company” means the British Electric Traction Company Limited;

A.D. 1931.

“The two Companies” means the Company and the B.E.T. Company;

“The Batley Corporation” and “the Dewsbury Corporation” respectively mean the mayor aldermen and burgesses of the borough of Batley and the county borough of Dewsbury respectively;

“The Dewsbury Batley and Birstal Orders” means the Dewsbury Batley and Birstal Tramways Order 1873 and the Dewsbury Batley and Birstal Tramways (Extension) Order 1879;

“The Batley Order” means the Batley Corporation Tramways Order 1900;

“The Spen Valley Orders” means the Spen Valley Light Railway Order 1901 the Spen Valley Light Railway (Extensions) Order 1901 the Spen Valley and Morley Light Railways (Extensions) Order 1902 and the Spen Valley Light Railways (Amendment) Order 1920;

“The existing Orders” means the Dewsbury Batley and Birstal Orders the Batley Order and the Spen Valley Orders;

“The Act of 1903” means the Dewsbury Batley and Birstal Tramways Act 1903;

“The Dewsbury Batley and Birstal tramways” “the Batley tramways” and “the Spen Valley tramways” respectively mean the tramways or light railways respectively authorised and constructed under the powers of the Dewsbury Batley and Birstal Orders the Batley Order and the Spen Valley Orders and being at the passing of this Act in existence and worked;

“The existing tramways” means the Dewsbury Batley and Birstal tramways the Batley tramways and the Spen Valley tramways;

“The Company’s tramways” means so much of the Spen Valley tramways as has not been transferred to the Dewsbury Corporation;

“The local authorities’ tramways” means so much of the existing tramways as is not comprised within the Company’s tramways;

“The tramway leases” means the leases of the several portions of the local authorities’ tramways the dates of which leases are stated in column 3 of the First Schedule to this Act; A.D. 1931.
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“The specified date of expiry” means with respect to any particular one of the tramway leases the date of expiry of that lease as stated in column 4 of the First Schedule to this Act;

“The tramway owners” means with respect to the several portions of the existing tramways the respective owners thereof;

“The local authorities” means the respective local authorities for the boroughs and districts in which the existing tramways are situate;

“The date of abandonment” means with respect to any particular part of the existing tramways the date on which the abandonment thereof takes effect in pursuance of a consent of the Minister given under the section of this Act of which the marginal note is “Abandonment of tramways”;

“Equipment” means posts standards brackets cables wires works and apparatus forming part of or provided and used in connection with the existing tramways or any particular part thereof as the context may require but does not include the rails and paving setts thereof;

“Public service vehicle” has the same meaning as in the Road Traffic Act 1930;

“Stage carriage” has the meaning given to that expression by section 61 of the Road Traffic Act 1930;

“Highway authority” means with reference to any road or bridge with the immediate approaches thereto or any part thereof the authority company or person charged with or liable to contribute to the maintenance of such road or bridge with the immediate approaches thereto or any part thereof;

“Authorised undertakers” has the meaning given to that expression by the Electricity (Supply) Act 1919;

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931.

“ The scheduled agreement ” means the agreement made the sixteenth day of April nineteen hundred and thirty-one between the Company of the first part the Batley Corporation of the second part the Dewsbury Corporation of the third part the urban district council of Birstall of the fourth part and the urban district council of Birkenshaw of the fifth part and set forth in the Second Schedule to this Act;

“ The Minister ” means the Minister of Transport.

Repeal of
powers &c.
as to non-
existing
tramways.

3.—(1) All powers obligations and liabilities of the two Companies or either of them and of any local authority or highway authority with respect to the construction and working or otherwise relating to any of the tramways and light railways authorised by the existing Orders or any of them or by the Act of 1903 which—

- (i) have not yet been constructed; or
- (ii) have been constructed and since removed; or
- (iii) have been constructed but are not being worked at the passing of this Act;

are hereby absolutely repealed (whether or not any Order authorising the abandonment of any of such tramways and light railways has or has not been made before the passing of this Act) and all agreements between the two Companies or either of them and the local authorities or any of them or between any one or more of those bodies and any other company authority body or person whatsoever with respect to such tramways and light railways or any of them are hereby cancelled and annulled.

(2) The Batley Corporation may at any time after the passing of this Act take up and remove the tramways numbered 3 and 3A authorised by the Batley Order (being tramways which have been constructed by the Batley Corporation but are not now being worked) and the rails and paving setts and the equipment (if any) thereof and may appropriate use sell or otherwise dispose of any such rails paving setts and equipment so taken up and removed.

Abandon-
ment of
tramways.

4.—(1) The Company may at any time and from time to time apply to the Minister for his consent to the abandonment of the whole or any particular part of

the existing tramways and if the Dewsbury Corporation or the Batley Corporation at any time and from time to time serve notice on the Company requiring them so to do the Company shall within three months from the receipt of any such notice or notices apply to the Minister for his consent to the abandonment of the whole or any particular part of so much of the existing tramways as is situate in the borough of the corporation serving the notice. A.D. 1931.

(2) On any application being made under subsection (1) of this section the Minister may (subject to the provisions of subsection (3) hereof) give his consent to the abandonment of the whole or part of the existing tramways referred to in the application or any portion thereof and shall in his consent prescribe a date which shall not (unless the Company otherwise agree) be earlier than six months from the giving of the consent on which such abandonment shall take effect.

(3) Before giving any consent under this section the Minister shall—

- (a) require the Company to give notice in writing of the application for the consent to the local authority of every borough or district in which and to the highway authority of every road or bridge on which the existing tramways or parts of the existing tramways to which the application relates are situate and in such notice to state the manner in which and the time within which representations on the application may be made to the Minister;
- (b) consider any representations which may be duly made by any such local authority or highway authority; and
- (c) satisfy himself that the Company are running or are willing to commence on or before the date of abandonment to run and to continue to run adequate and satisfactory services of stage carriages in substitution for services of tramcars on all of the existing tramways or parts of the existing tramways which are to be abandoned in pursuance of that consent.

(4) If and whenever any consent be given by the Minister under this section then as from the date of

A.D. 1931. abandonment and notwithstanding anything in the existing Orders or the Act of 1903 or in the tramway leases or any agreement existing at the passing of this Act and referring directly or indirectly to the B.E.T. Company or the Company or the existing tramways the Company shall discontinue the working of the tramways mentioned in the consent and the provisions of the next two succeeding sections of this Act shall so far as applicable have effect.

Provisions
consequent
on aban-
donment of
Company's
tramways.

5.—(1) If under any consent given by the Minister under the last preceding section of this Act the Company's tramways or any part thereof are required to be abandoned (in this section referred to as "the abandoned tramways") then as from the date of abandonment all powers obligations and liabilities of the two Companies or either of them in relation to the abandoned tramways and the rails paving setts and equipment thereof and the maintenance of any part of the roads in which they are situate and the taking of a supply of electricity for the purposes of the abandoned tramways under or by virtue of the Spen Valley Orders and the enactments incorporated therewith or any other Order Act lease agreement or other instrument whatsoever shall (except as hereinafter expressly provided in this Act) cease and determine and the following provisions of this section shall have effect.

(2) Subject to the provisions of subsections (6) and (7) of this section and except as otherwise provided by the scheduled agreement or as may be otherwise agreed between the Company and any local authority or highway authority in pursuance of the section of this Act of which the marginal note is "Agreements with local and highway authorities" the Company—

(i) shall within nine months from the date of abandonment or within such longer period as may be agreed between the Company and the highway authority concerned take up and remove the abandoned tramways and the rails and paving setts thereof and the equipment other than any underground cables wires works and apparatus; and

(ii) may within the said period of nine months or such longer period as aforesaid and if so required

by the highway authority at any time after the expiration of nine months and before the expiration of one year from the date of abandonment shall within three months after being so required take up and remove any underground cables wires works and apparatus forming part of the equipment. A.D. 1931.
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(3) Except as may be otherwise agreed between the Company and any local authority or highway authority in pursuance of the section of this Act of which the marginal note is "Agreements with local and highway authorities" the Company shall as and when any part of the abandoned tramways and the rails paving setts and equipment thereof are taken up and removed under subsection (2) of this section fill in the ground and make good the surface of and restore to the reasonable satisfaction of the highway authority the portion of the carriageway or footpath disturbed by such taking up and removal to as good a condition as that in which it was before such rails paving setts and equipment were laid or placed therein and clear away all surplus paving metalling or other materials or rubbish occasioned by such work and in the meantime cause the place where the carriageway or footpath is opened or broken up to be fenced and watched and properly lighted at night.

(4) If the Company fail to comply with their obligations under paragraph (i) of subsection (2) of this section within the period of nine months from the date of abandonment or such longer period as may be agreed with the highway authority or fail to comply with their obligations under paragraph (ii) of that subsection within three months after being required by the highway authority so to comply or fail to comply with their obligations under subsection (3) of this section within the period of one month after the taking up of any part of the abandoned tramways or the rails paving setts or equipment thereof the highway authority may at any time after such respective periods themselves do the works and things necessary for complying with such obligations and the Company shall pay to the highway authority on demand the cost reasonably and properly incurred by them in so doing.

A.D. 1931.

— (5) The Company may appropriate use sell or otherwise dispose of any rails paving setts and equipment taken up and removed by them under subsection (2) of this section.

(6) Notwithstanding anything in the foregoing provisions of this section the Company may—

- (a) with the approval of the highway authority concerned leave in the road and sell to the highway authority all or any part of the rails and paving setts of the abandoned tramways;
- (b) enter into and carry into effect agreements with any authorised undertakers empowered to lay electric lines or cables in any road in which any part of the equipment may be laid or placed for the sale subject to the approval of the highway authority (which approval shall not be unreasonably withheld) of any part of the equipment and on the execution of any such agreement the part of the equipment comprised therein shall vest in the authorised undertakers as part of their undertaking subject to the provisions of any Act or Order which would have applied to such part of the equipment if it had been laid or placed in such road by the authorised undertakers and the Company shall cease to be under any obligation and shall not be required to take up and remove that part of the equipment.

(7) If before the date of abandonment any local authority shall give notice to the Company that such authority desire that any of the overhead equipment of any part of the abandoned tramways in the borough or district of that local authority shall not be removed by the Company then notwithstanding anything in paragraph (i) of subsection (2) or in subsection (3) of this section the Company shall sell and the local authority giving the notice shall purchase the overhead equipment to which the notice relates upon terms to be agreed between the Company and the local authority or failing agreement to be determined by a single arbitrator to be appointed (failing agreement) by the President of the Institution of Electrical Engineers and the provisions of the Arbitration Act 1889 shall apply to any reference to an arbitrator under this subsection.

(8) If any underground cables wires works and apparatus forming part of the equipment be neither taken up and removed by the Company within the period of nine months from the date of abandonment or such longer period as may be agreed between the Company and the highway authority concerned nor sold to any authorised undertakers within such period of nine months or longer period as aforesaid under paragraph (b) of subsection (6) of this section such underground cables wires works and apparatus shall at the expiration of the said period of nine months or longer period as aforesaid become and be vested in the highway authority without payment : A.D. 1931.

Provided that if after the expiration of the said period of nine months the Company be required by any highway authority under paragraph (ii) of subsection (2) of this section to take up any underground cables wires works or apparatus forming part of the equipment the cables wires works and apparatus taken up by them in pursuance of that requirement shall be their property and subsection (5) hereof shall apply thereto.

(9) (i) If any underground cables wires works and apparatus forming part of the equipment be not taken up and removed by the Company under the provisions of this section then as from the date of abandonment or (ii) if any rails and paving setts be left in the road by agreement with the highway authority under paragraph (a) of subsection (6) of this section then as from the date of such agreement or (iii) if any part of the equipment be purchased by any authorised undertakers under paragraph (b) of the said subsection (6) or by any local authority under subsection (7) of this section then as from the date of such purchase any and every obligation or liability imposed on the Company by the Spen Valley Orders and the enactments incorporated therewith respectively or by this Act (except as mentioned in paragraph (ii) of subsection (2) of this section) or any other Order Act lease agreement or instrument whatsoever with respect to the maintenance of or the taking up and removal of or otherwise relating to such equipment or rails and paving setts shall cease and the provisions of the Spen Valley Orders and of the enactments incorporated therewith respectively shall cease to apply to such equipment or rails and paving setts.

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931.

— (10) If any difference shall arise under subsection (3) or subsection (4) of this section between the company and any highway authority or under subsection (6) (b) of this section as to whether any approval of any highway authority has been unreasonably withheld the difference shall on the application of any party thereto be referred to and determined by the Minister whose decision shall be final.

Provisions
consequent
on aban-
donment
of local
authorities'
tramways.

6. If under any consent given by the Minister under the section of this Act of which the marginal note is "Abandonment of tramways" the whole or any portion of any tramway or tramways forming part of the local authorities' tramways are required to be abandoned (in this section referred to as "the abandoned tramways") then as from the date of abandonment and notwithstanding anything in such of the existing Orders as relate to the abandoned tramways (in this section referred to as "the relevant Orders" which expression shall for the purposes of this section include also the Act of 1903 if the abandoned tramways comprise any part of the Dewsbury Batley and Birstal tramways) or in the leases by which the abandoned tramways have been demised to the B.E.T. Company or the Company (in this section referred to as "the relevant leases") or in any other Order Act lease agreement or instrument relating to the abandoned tramways the following provisions shall have effect:—

- (a) Except as otherwise provided by the scheduled agreement all obligations and liabilities of the two Companies or either of them existing at the date of abandonment under the relevant Orders and the enactments incorporated therewith respectively or the relevant leases or any other Order Act lease agreement or instrument relating in any way to the maintenance or any contribution to the maintenance of the abandoned tramways and the rails paving setts and equipment thereof or of any part of any road in which those tramways rails paving setts and equipment are situate or to the taking of a supply of electricity for the purposes of the abandoned tramways shall become and be wholly repealed and annulled;

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

- (b) All powers liabilities and obligations conferred or imposed on the tramway owners to whom the abandoned tramways belong by the relevant Orders and the enactments incorporated therewith respectively or by any other Order or Act to work or run any services of carriages on or otherwise relating to the abandoned tramways shall cease and determine; A.D. 1931. —
- (c) Subject to the provisions of this Act the said tramway owners may take up and remove the abandoned tramways and the rails paving setts and equipment thereof and may appropriate use sell or otherwise dispose of any such rails paving setts and equipment so taken up and removed; and
- (d) If the said tramway owners continue to be owners of a tramway undertaking the revenues thereof shall (to such extent as the tramway owners may from time to time determine) cease to be charged under any statutory enactment relating to that undertaking with expenses incurred by them on or in connection with the maintenance and repair of the streets in which the abandoned tramways were situate but nothing in this paragraph shall relieve any such tramway owners from any liability attaching to them in respect of such maintenance and repair.

7.—(1) The Company on the one hand and any local authority or highway authority on the other hand may enter into and carry into effect agreements for and with respect to the removal or non-removal of any of the Company's tramways and the rails paving setts and equipment thereof and the reinstatement of the carriage-way or footpath in which any such tramway rails paving setts or equipment is or are situate and for and with respect to any other of the purposes or provisions of the section of this Act of which the marginal note is "Provisions consequent on abandonment of Company's tramways." Agreements with local and highway authorities.

(2) Any of the tramway owners other than the Company on the one hand and the Company or any highway authority on the other hand may enter into and carry into effect agreements for and with respect to the

A.D. 1931. — removal or non-removal of any of the tramways of those tramway owners and the rails paving setts and equipment thereof and the reinstatement of the carriageway or footpath in which any such tramway rails paving setts or equipment is or are situate and for and with respect to any other of the purposes or provisions of the section of this Act of which the marginal note is “Provisions consequent on abandonment of local authorities’ tramways.”

Tramway
leases.

8.—(1) If as regards any of the tramway leases no part of the tramways demised by such lease shall have been abandoned under the foregoing provisions of this Act before the specified date of expiry of that lease then notwithstanding anything in the lease all the provisions thereof shall continue in force after the specified date of expiry until the first date on which some part of the tramways demised by the lease shall be abandoned under the said provisions and the Company shall continue to work the whole of the tramways demised by the lease and to run adequate services of tramcars thereon until the last-mentioned date.

(2) If and whenever as regards any of the tramway leases some part of the tramways demised by such lease shall be abandoned under the foregoing provisions of this Act (whether before or after the specified date of expiry of that lease) the provisions of that lease so far as they relate to the tramways so abandoned shall cease to have effect (subject to the provisions of subsection (4) of this section) but the provisions of the lease so far as they relate to any tramways which have not for the time being been so abandoned as aforesaid shall continue in full force (subject as aforesaid) until the date on which the whole of the tramways demised by the lease shall have been so abandoned as aforesaid and the Company shall continue to work such of the tramways as for the time being have not been so abandoned and to run adequate services of tramcars thereon until the last-mentioned date.

(3) If and when as regards any of the tramway leases the whole of the tramways demised by such lease shall have been abandoned under the foregoing provisions of this Act that lease shall cease to have effect except as mentioned in paragraph (a) of subsection (4) hereof.

(4) (a) The Company shall as regards each of the tramway leases continue to pay the rent payable thereunder until the specified date of expiry thereof whether or not any part or the whole of the tramways demised by such lease shall have been abandoned before that date. A.D. 1931.

(b) If as regards any of the tramway leases no part of the tramways demised by such lease shall have been abandoned under the foregoing provisions of this Act before the specified date of expiry of such lease the Company shall after that date continue to pay the rent reserved by that lease until some part of the tramways demised by that lease shall be so abandoned as aforesaid.

(c) If as regards any of the tramway leases some part but not the whole of the tramways demised by such lease shall be abandoned under the foregoing provisions of this Act (whether before or after the specified date of expiry of that lease) then as from the specified date of expiry of that lease or the first date on which any of the tramways demised by the lease shall be so abandoned as aforesaid (whichever date is the later) and until the date when the whole of the tramways demised by the lease shall have been so abandoned as aforesaid the following provisions shall have effect:—

- (i) as regards any tramway lease under which the rent reserved by the lease is a nominal rent of one pound the Company shall continue to pay to the lessors that nominal rent; and
- (ii) as regards any other of the tramway leases the Company shall cease to be liable to pay the rent reserved by such lease but in lieu thereof shall in every year pay to the lessors a sum equal to the aggregate amount of the net profits derived by the Company during the year from the working in accordance with the foregoing provisions of this section of so much of the tramways demised by that lease as shall not for the time^e being have been abandoned as aforesaid :

Provided that until the date when the whole of the tramways demised by the lease from the Batley Corporation mentioned in the First Schedule to this Act shall have been so abandoned as aforesaid the Company shall

A.D. 1931. — if the Batley Corporation maintain in accordance with the provisions of that lease the rails and paving setts of so much of the tramways demised by that lease as shall not for the time being have been abandoned as aforesaid pay to the Batley Corporation towards the cost of such maintenance the sum of one hundred and twenty pounds per annum for each mile of that portion of the tramways and a proportionate sum for any part of a mile.

(5) Notwithstanding anything in the foregoing provisions of this section the Company shall be under no obligation or liability to pay to the Dewsbury Corporation and the Batley Corporation after the respective dates hereinafter mentioned any rent or other sum in lieu of rent in respect of the tramways and other premises demised by those respective corporations under any of the leases from those corporations mentioned in the First Schedule to this Act The dates above referred to are—

Dewsbury Corporation - - 31st March 1948

Batley Corporation - - 31st March 1937.

(6) (a) Any dispute between the Company and any tramway owners as to what rent or other sum is payable by the Company to those tramway owners under the foregoing provisions of this section shall be referred to a single arbitrator to be agreed between the parties to the dispute or (failing agreement) to be appointed on the application of either party by the President of the Institute of Chartered Accountants in England and Wales.

(b) Any other dispute between the Company and the tramway owners under this section shall be referred to and determined by a single arbitrator to be agreed between the parties to the dispute or (failing agreement) to be appointed on the application of either party by the Minister.

(c) The provisions of the Arbitration Act 1889 shall apply to any reference to an arbitrator under this subsection.

(7) For the purposes of this section the tramways numbered 3 and 3A authorised by the Batley Order (being tramways which have been constructed by the Batley Corporation but are not now being worked) shall not be deemed to be tramways demised by the lease from

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

the Batley Corporation to the B.E.T. Company dated the seventh day of June nineteen hundred and five and this section shall in regard to that lease be construed accordingly. A.D. 1931.
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9.—(1) The scheduled agreement is hereby confirmed and made binding on the parties thereto and on the urban district council of Heckmondwike and the urban district council of Spenborough and due effect shall be given thereto accordingly. Confirmation of scheduled agreement.

(2) Notwithstanding anything in clause 22 of the scheduled agreement or in subsection (1) hereof all or any of the provisions of the scheduled agreement may be varied or superseded by an agreement entered into by all the parties to the scheduled agreement under the powers conferred by the next succeeding section of this Act Provided that the provisions of clause 21 of the scheduled agreement shall not be varied by any agreement made under the next succeeding section of this Act unless the urban district council of Heckmondwike and the urban district council of Spenborough give their consent to the agreement which consent shall not be unreasonably withheld Any dispute between the parties to the scheduled agreement or any of them on the one hand and the said urban district councils or either of them on the other hand as to whether any such consent of those councils or either of them has been unreasonably withheld shall be referred to a single arbitrator to be agreed between the parties to the dispute or failing agreement to be nominated by the Minister of Transport on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such reference.

(3) If in pursuance of clause 21 of the scheduled agreement all or some of the local authorities shall give notice to the Company of their intention to purchase and shall purchase in accordance with the provisions of that clause the portion of the Company's undertaking defined in the clause as the purchaseable part of the undertaking each of the authorities so purchasing shall be deemed on the completion of the purchase to be operating under a local Act an omnibus undertaking in their borough or district and the provisions of Part V of the Road Traffic Act 1930 including any statutory extension of the powers

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. — thereby granted to local authorities shall apply to each of those authorities accordingly.

Agree-
ments with
local
authorities.

10.—(1) The Company on the one hand and the local authorities or any of them on the other hand may enter into and carry into effect agreements for and with respect to—

- (a) the working by the Company of services of tramcars on any of the existing tramways which shall not have been abandoned;
- (b) the running by the Company of services of stage carriages and other public service vehicles within the boroughs and districts of the local authorities being parties to the agreement;
- (c) the user management and maintenance of all or any of such services;
- (d) the leasing user management and maintenance of lands depots buildings sheds and property in connection with any such services;
- (e) the supply and maintenance by the Company during the continuance of any such agreement as aforesaid for the working of services of tramcars on any of the existing tramways of rolling stock necessary for the purposes of the agreement;
- (f) the supply and maintenance by any of the contracting parties during the continuance of any such agreement as aforesaid for the running of services of stage carriages or other public service vehicles of such vehicles and conveniences in connection therewith necessary for the purposes of the agreement;
- (g) the employment of officers and servants; and
- (h) the payment and apportionment of the fares charges and other revenues arising from and the expenses incurred in connection with the provision of any such services as aforesaid and the sharing of the profits or any part of the profits derived from those services.

(2) If at any time after the abandonment of the whole of the Batley tramways the Company shall work any services of tramcars or public service vehicles in the

borough of Batley in pursuance of the scheduled agreement or any agreement made under this section and so long as they continue to work such services the Company may if so agreed with the Batley Corporation and subject to the payment of such rent or other consideration and upon and subject to such terms and conditions as may be agreed between the Company and the Batley Corporation use for the purposes of those services the lands and premises described in the First Schedule to the lease dated the seventh day of June nineteen hundred and five granted by the Batley Corporation to the B.E.T. Company and of the depots carsheds offices buildings and other erections as now existing on those lands.

A.D. 1931.
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11. For the protection of the Dewsbury Corporation (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

For protection of Dewsbury Corporation.

- (1) Nothing in this Act shall extend to or authorise any alteration in the position of or other interference with any main cable wire tube post pole or other work or apparatus forming part of the electricity undertaking of the corporation and whether laid placed or erected in upon over or under the surface of the ground (all of which are in this section referred to as "apparatus") except in accordance with and subject to the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and that section shall apply to such alteration or interference as if all such apparatus as aforesaid were electric lines or works within the meaning thereof :
- (2) The provisions of any existing enactment which at the passing of this Act enure for the protection of the corporation as owners of their electricity undertaking in relation to the existing tramways or any part thereof shall continue in force and enure for the protection of the corporation as such owners in relation to the existing tramways until the date when the taking up and removal of the same or any part thereof or the rails and paving setts thereof shall be commenced As from the date of such commencement the said

A.D. 1931.

provisions shall as regards any part of the existing tramways so taken up and removed cease and determine but as regards any part not so taken up and removed shall remain in full force and effect :

- (3) If any injury shall be caused to any apparatus of the corporation by reason of the taking up or removal by the Company of any of the existing tramways or any part thereof or of the rails paving setts or equipment thereof or the execution by the Company of any works for or in connection with such taking up or removal or for or in connection with the restoration by the Company of the portion of the carriage-way or footpath disturbed by such taking up or removal the Company shall bear and on demand repay to the corporation the amount of the expense reasonably incurred by them in making good such injury and shall indemnify the corporation against all claims demands costs charges and expenses arising out of such injury :
- (4) If any interference shall be caused to any apparatus of the corporation or to any private service line of any person supplied by the corporation with electricity by reason of any of the operations of the Company referred to in subsection (3) of this section the Company shall make full compensation to all parties for any loss or damage which they may sustain by reason of such interference :
- (5) If any interruption in the supply of electricity in or through any apparatus of the corporation is caused by any such operations of the Company as aforesaid the Company shall be liable to a penalty not exceeding twenty pounds for every day upon which such supply shall be so interrupted :
- (6) Any difference which may arise between the corporation and the Company under this section shall be referred to and determined by an arbitrator to be agreed upon between the corporation and the Company or failing agreement to be appointed on the application of

either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

A.D. 1931.
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12. For the protection of the Batley Corporation (in this section referred to as “the corporation”) the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect notwithstanding any other provision of this Act :—

For pro-
tection of
Batley
Corpora-
tion.

- (1) Nothing in this Act shall extend to or authorise any alteration in the position of or other interference with any main cable wire tube post pole or other work or apparatus of the corporation (whether laid placed or erected in upon over or under the surface of the ground) provided or used in connection with the supply of electrical energy (all of which are in this section referred to as “electrical apparatus”) except in accordance with and subject to the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and that section shall apply to such alteration or interference as if all such electrical apparatus as aforesaid were electric lines or works within the meaning thereof :
- (2) The provisions of any existing enactment which at the date of the passing of this Act enure for the protection of the corporation as the owners of their gas undertaking or of their water undertaking or of their electricity undertaking (as the case may be) in relation to the existing tramways or any part thereof shall continue in force and enure for the protection of the corporation as such owners in relation to each part of the existing tramways until the date when the taking up and removal of that part shall be commenced :
- (3) If any injury shall be caused to any main pipe valve syphon or other work or apparatus forming part of the gas undertaking or the water undertaking (as the case may be) of the

A.D. 1931.

corporation or to any electrical apparatus of the corporation by reason of the taking up or removal by the Company of any of the existing tramways or any part thereof or of the rails paving setts or equipment thereof or the execution by the Company of any works for or in connection with such taking up or removal or for or in connection with the restoration by the Company of the portion of the carriageway or footpath disturbed by such taking up or removal the Company shall bear and on demand repay to the corporation the amount of the expenses reasonably incurred by them in making good such injury and shall indemnify the corporation against all claims demands costs charges and expenses arising out of such injury :

- (4) If any interference shall be caused to any electrical apparatus of the corporation or to any private service line of any person supplied by the corporation with electricity by reason of any of the operations referred to in subsection (3) of this section the Company shall make full compensation to all parties for any loss or damage which they may sustain by reason of such interference :
- (5) If any interruption in the supply of electricity in or through any electrical apparatus of the corporation is caused by any such operations as aforesaid the Company shall be liable to a penalty not exceeding twenty pounds for every day upon which such supply shall be so interrupted :
- (6) Any difference which may arise between the corporation and the Company under this section shall be referred to and determined by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

13. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing have effect :—

A.D. 1931.
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For protection of
West
Riding
County
Council.

(1) In this section—

"county road" means a road within the administrative county of the west riding of Yorkshire which is a classified road within the meaning of the Local Government Act 1929;

"the specified tramways" means so much of the existing tramways as is situate in a county road outside the borough of Batley;

"the specified Batley tramways" means so much of the existing tramways as is situate in a county road within the borough of Batley;

"length" in reference to any tramways means "route length";

"tramway track" means so much of the road whereon the tramway is laid as lies between the rails thereof and (where double lines are laid) the portion of the road between each set of rails and in every case so much of the road as extends eighteen inches beyond each outer rail :

(2) The Company shall within one month after the date of abandonment of the specified tramways or any portion thereof give the county council notice of that date :

(3) The county council may and shall at appropriate times after the date of abandonment of the specified tramways or any portion thereof proceed to remove the rails paving setts or other surface material of the tramway track which shall thereafter become the property of the county council :

(4) The Company shall pay to the county council in satisfaction of their liability for removal from any county road of the rails paving setts or other material forming the tramway track of the specified tramways and for the reinstatement of the road after such removal the following sums :—

(a) If the whole of the specified tramways are to be abandoned as from one date the

A.D. 1931.
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Company shall within two months from that date pay to the county council the sum of eleven thousand seven hundred and fifty pounds;

(b) If the specified tramways are to be abandoned in instalments the Company shall make to the county council payments on account consisting of sums bearing the same proportion to the said sum of eleven thousand seven hundred and fifty pounds as the length of the portion of the specified tramways so abandoned bears to the total length of the specified tramways and such payments shall be made within two months after the giving of each notice to the county council stating the date of abandonment as aforesaid :

- (5) From and after the payment by the Company to the county council of any sum under subsection (4) hereof the county council shall indemnify the Company against all obligations and liabilities relating to the specified tramways (other than equipment) or the portion thereof in respect of which such payment shall have been made (whether such obligations and liabilities arise under the Tramways Act 1870 the existing Orders the Act of 1903 or this Act or otherwise) and against every claim or demand in respect of or arising from any such obligation or liability :
- (6) The county council shall and will immediately after or at their option contemporaneously with the removal of the said rails paving setts or other material on each portion of the tramway track of the specified tramways proceed to reconstruct the portion of the road forming such tramway track and such reconstruction shall be proceeded with and completed with all reasonable dispatch :
- (7) If any costs charges or expenses are properly incurred by the county council pursuant to the provisions of the sections of this Act the marginal notes whereof are respectively “ For protection “ of London Midland and Scottish Railway Com-
“ pany ” and “ For protection of Yorkshire

“Electric Power Company and Electrical Dis- A.D. 1931.
tribution of Yorkshire Limited” the Company
shall so far as those provisions relate to the
Company’s tramways reimburse the county
council the amount of such costs charges and
expenses within one month after demand thereof
by the county council :

- (8) (a) The Batley Corporation shall and will immediately after or at their option contemporaneously with the removal of the rails and paving setts of the specified Batley tramways proceed to reconstruct in accordance with modern methods and the specification approved by the county surveyor the portion of the road forming the tramway track and such reconstruction shall be proceeded with and completed with all reasonable dispatch. Provided that if the county surveyor shall not within a period of one month after the receipt by him of such specification as aforesaid signify in writing his disapproval thereof he shall be deemed to have approved of the same as submitted to him ;

(b) The said rails and setts as and when taken up by the Batley Corporation shall become and be the property of the county council and shall be delivered to the county council by the Batley Corporation at such place or places as the county council may reasonably direct.

The county council shall from time to time repay to the Batley Corporation the cost reasonably incurred by the Batley Corporation in or in connection with such taking up and delivery. Provided that the Batley Corporation shall from time to time give to the county surveyor not less than six clear days’ notice of the day upon which they will be prepared for such delivery and if the county surveyor does not within that period notify in writing his directions or if any directions given are regarded by the Batley Corporation as unreasonable the Batley Corporation shall be at liberty to deposit such rails and setts at some place within or near the borough of Batley in which case the county council shall repay the Batley Corporation the

A.D. 1931.

cost reasonably incurred by them in or in connection with the transport of the rails and setts to the place of deposit and shall also pay to the Batley Corporation for the deposit and storage of such rails and setts as aforesaid such reasonable sum or sums as may be agreed between the county council and the Batley Corporation or determined by arbitration failing such agreement ;

(c) On the completion by the Batley Corporation of the reconstruction of the portion of road forming the tramway track to the satisfaction of the county surveyor the county council shall pay to the Batley Corporation the costs reasonably incurred by them in and about such reconstruction (including the taking up and removal of the said rails and setts and such portion of the equipment as is situate in or under the tramway track) after deducting the sum of nine thousand pounds. Provided that if the specified Batley tramways be abandoned in instalments the sum to be deducted under this paragraph shall be the sum which bears to the said sum of nine thousand pounds the same proportion as the length of the specified Batley tramways so abandoned bears to the total length of the specified Batley tramways. Any sum payable to the Batley Corporation under this paragraph shall be recoverable in any court of competent jurisdiction :

- (9) Any difference arising under this section shall be determined by the Minister on the application of the council or of the Company or the Batley Corporation as the case may be.

For pro-
tection of
Spen-
borough
Urban
District
Council.

14. For the protection of the urban district council of Spenborough (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect notwithstanding anything in this Act :—

- (1) The Company shall within nine months from the date of abandonment of the portion of the local authorities' tramways which is situate in the urban district of Spenborough or within

such longer period as may be agreed between the Company and the council take up and remove all posts poles standards and feeder boxes forming part of that portion of the local authorities' tramways : A.D. 1931.
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- (2) As and when in pursuance of the provisions of this Act the Company remove any post pole standard or feeder box situate in the urban district of Spenborough the Company shall with all convenient speed reinstate to the reasonable satisfaction of the council any part of any road or footpath disturbed by such removal—

(i) in the case of a road in accordance with modern methods; and

(ii) in the case of a footpath to as good a condition as the remaining part of the footpath was in at the time of such disturbance and the Company shall clear away all surplus material or rubbish and during such operations shall cause the place thereof to be fenced or protected and watched :

- (3) Any difference which may arise between the council and the Company under this section shall be referred to and determined by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

15. For the protection of the urban district council of Spenborough and the urban district council of Heckmondwike (each of which are hereinafter in this section referred to as " the district council ") the following provisions shall unless otherwise agreed in writing between the Company and the district council have effect :—

The provisions of the section of this Act the marginal note whereof is " For protection of Batley Corporation " so far as the same are applicable shall extend and apply mutatis mutandis to the

For further protection of Spenborough Urban District Council and Heckmondwike Urban District Council.

A.D. 1931.
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gas water and electricity undertakings of the district council as if the expression "the corporation" in the said section included the district council.

For protection of
London
Midland
and
Scottish
Railway
Company.

16. The following provisions for the protection of the London Midland and Scottish Railway Company (in this section referred to as "the railway company") shall unless otherwise agreed in writing between the Company or the tramway owners and the railway company apply and have effect:—

- (1) If the Company or the tramway owners under the sections of this Act of which the marginal notes are "Provisions consequent on abandonment of Company's tramways" and "Provisions consequent on abandonment of local authorities' tramways" or either of such sections remove any tramway rails paving setts or equipment from any bridge or road maintainable by the railway company they shall make good all damage to any such bridge and restore the surface of any such road both to the reasonable satisfaction of the railway company:
- (2) The Company or the tramway owners (as the case may be) shall give to the railway company not less than fourteen days' previous notice in writing of their intention to carry out any such work as is referred to in subsection (1) of this section and shall state in such notice the place and time at which they propose to commence the work and the railway company may where reasonably necessary employ watchmen and inspectors to watch any of the works and operations of the Company or the tramway owners and the reasonable cost thereof together with any expense to which the railway company may reasonably be put during the carrying out and in consequence of such works and operations shall be borne by the Company or the tramway owners (as the case may be):
- (3) Any difference which may arise between the Company or the tramway owners and the railway company under the foregoing provisions of this section shall be referred to and

determined on the application of either party by an engineer to be appointed as arbitrator (failing agreement by the parties) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1931.

17. For the protection of the Yorkshire Electric Power Company and Electrical Distribution of Yorkshire Limited (each of which is in this section referred to as "the undertakers") the following provisions shall unless otherwise agreed in writing between the Company and the undertakers apply and have effect :—

For protection of Yorkshire Electric Power Company and Electrical Distribution of Yorkshire Limited.

- (1) Nothing in this Act shall extend to or authorise any alteration in the position of or other interference with any main cable wire tube post pole or other work or apparatus whether laid placed or erected in upon over or under the surface of the ground (all of which are in this section referred to as "apparatus") of the undertakers except in accordance with and subject to the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and that section shall apply to such alteration or interference as if all such apparatus as aforesaid were electric lines or works within the meaning thereof :
- (2) The provisions of any existing enactment which at the passing of this Act enure for the protection of the undertakers in relation to the existing tramways or any part thereof shall continue in force and enure for the protection of the undertakers in relation to each part of the existing tramways until the date when the taking up and removal of that part shall be commenced :
- (3) If any injury shall be caused to any apparatus of the undertakers by reason of the taking up or removal of any of the existing tramways or any part thereof or of the rails paving setts or equipment thereof or the execution by any of the tramway owners or any highway authority of any works for or in

A.D. 1931.
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connection with such taking up or removal or for or in connection with the restoration of the portion of the carriageway or footpath disturbed by such taking up or removal the tramway owners or highway authority taking up or removing such tramway or executing such work shall bear and on demand repay to the undertakers the amount of the expense reasonably incurred by them in making good such injury and shall indemnify the undertakers against all claims demands costs charges and expenses arising out of such injury :

- (4) If any interference shall be caused to any apparatus of the undertakers or to any private service line of any person supplied by the undertakers with electricity by reason of any of the operations referred to in subsection (3) of this section the tramway owners or highway authority carrying out such operations shall make full compensation to all parties for any loss or damage which they may sustain by reason of such interference :
- (5) If any interruption in the supply of electricity in or through any apparatus of the undertakers is caused by any such operations as aforesaid such tramway owners or highway authority shall be liable to a penalty not exceeding twenty pounds for every day upon which such supply shall be so interrupted :
- (6) Any difference which may arise between the undertakers and any of the tramway owners or any highway authority under this section shall be referred to and determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either of the parties in difference (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

For pro-
tection of
Dewsbury

18. For the protection of the Dewsbury Corporation
and of the Dewsbury and Heckmondwike Waterworks

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

Board (each of which bodies is in this section referred to as "the supply authority") the following provisions shall unless otherwise agreed in writing between the supply authority and the Company apply and have effect notwithstanding any other provision of this Act :—

A.D. 1931.
—
Corpora-
tion and
Dewsbury
and Heck-
mondwike
Waterworks
Board.

- (1) The provisions of any existing enactment which at the passing of this Act enure for the protection of the supply authority as owners of their water undertaking or gas undertaking (as the case may be) in relation to the existing tramways or any part thereof shall continue in force and enure for the protection of the supply authority as such owners in relation to the existing tramways until the date when the taking up and removal of the same or any part thereof or the rails and paving setts thereof shall be commenced. As from the date of such commencement the said provisions shall as regards any part of the existing tramways so taken up and removed cease and determine but as regards any part thereof not so taken up and removed shall remain in full force and effect :
- (2) If any injury shall be caused to any main pipe valve syphon or other work or apparatus forming part of the water undertaking or the gas undertaking (as the case may be) of the supply authority by reason of the taking up or removal by the Company of any of the existing tramways or any part thereof or of the rails paving setts or equipment thereof or the execution by the Company of any works for or in connection with such taking up or removal or for or in connection with the restoration by the Company of the portion of the carriageway or footpath disturbed by such taking up or removal the Company shall bear and on demand repay to the supply authority the amount of the expenses reasonably incurred by such authority in making good such injury and shall indemnify the supply authority against all claims demands costs charges and expenses arising out of such injury :

A.D. 1931.

(3) Any difference which may arise between the supply authority and the Company under this section shall be referred to and settled by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Separate
accounts of
tramway
under-
taking.

19. The Company shall so long as they are operating any of the existing tramways keep the accounts relating to their tramway undertaking separate from the accounts relating to the remainder of their undertaking or business.

As to
Batley
generating
station.

20. Nothing in this Act shall be construed as repealing or limiting in any manner the powers conferred on the Batley Corporation by subsection (1) of section 42 (Lands for generating station) of the Act of 1903 and the provisions of that subsection shall continue in force as if this Act had not been passed.

Inquiries
by Minister.

21. In respect of the exercise of any powers or duties conferred or imposed on the Minister or the giving by him of any consents under this Act the provisions of Part I. of the Board of Trade Arbitrations &c. Act 1874 shall apply as if the Minister were referred to therein in lieu of the Board of Trade and as if in section 4 of that Act the words "under the seal of the Minister of Transport" were substituted for the words "by writing under the hand of the President or of one of the secretaries of the Board."

Copy of
Act to be
registered.

22.—(1) The Company shall deliver to the Registrar of Companies a printed copy of this Act and he shall retain and register it. If such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur a like penalty.

(2) Every penalty under this section shall be recoverable summarily. A.D. 1931.

(3) There shall be paid to the registrar by the Company on such copy being registered the fee of five shillings.

23. Without prejudice to the generality of any repeal effected by the foregoing provisions of this Act the following provisions shall have effect :— Repeal.

- (1) All the provisions of or incorporated with the Spen Valley Orders authorising any local authority to purchase compulsorily any part of the Spen Valley tramways and subsection (3) of section 33 (As to posts standards and brackets) of the Spen Valley Light Railway Order 1901 are hereby repealed :
- (2) If and when the whole of the Spen Valley tramways have been abandoned in pursuance of the section of this Act of which the marginal note is " Abandonment of tramways " and in respect of such portion of the Spen Valley tramways as belongs to the Company the taking up of the abandoned tramways and the rails paving setts and equipment thereof in accordance with the provisions in that behalf contained in this Act shall have been duly carried out all the provisions of the Spen Valley Orders not previously repealed shall become and be repealed :
- (3) If and when the whole of the Dewsbury Batley and Birstal tramways shall have been abandoned in pursuance of the said first-mentioned section of this Act and (so far as regards county roads) the taking up of the abandoned tramways and the rails paving setts and equipment thereof in accordance with the provisions in that behalf contained in this Act shall have been duly carried out all the provisions of the Dewsbury Batley and Birstal Orders and such of the provisions of the Act of 1903 as relate to the Dewsbury Batley and Birstal tramways not previously repealed shall become and be repealed :

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931.
—

- (4) If and when the whole of the Batley tramways shall have been abandoned in pursuance of the said first-mentioned section of this Act and (so far as regards county roads) the taking up of the abandoned tramways and the rails paving setts and equipment thereof in accordance with the provisions in that behalf contained in this Act shall have been duly carried out all the provisions of the Batley Order not previously repealed shall become and be repealed.

Alterations
of certain
agreements
and leases.

24. Without prejudice to the generality of any revocation of any leases agreements or other instruments effected by the foregoing provisions of this Act the following provisions shall have effect:—

- (1) The agreements and lease of which the respective parties and dates are given in columns 1 and 2 of the following table shall on the passing of this Act be revoked to the extent mentioned in column 3 of that table:—

Description and parties. 1	Date. 2	Extent of revocation. 3
Agreement between B.E.T. Company and Dewsbury Cor- poration.	8th December 1899	Clauses 13 14 and 23.
Agreement between Batley Corporation and B.E.T. Com- pany.	30th June 1903	Clause 8.
Lease from Batley Corporation to B.E.T. Company.	7th June 1905	Paragraph (d) of clause 7.

- (2) Where under any agreement made before the passing of this Act between any of the local authorities and the B.E.T. Company or the Company or under any lease from any of the local authorities to the B.E.T. Company or the Company the Company are required to take a supply of electricity for the purposes of the existing tramways or any part thereof and are required to pay to the local authority so supplying electricity any minimum annual sum or

other minimum periodic payment in respect of the electricity so supplied and any part of the tramways for the purpose of which the Company are so required to take a supply of electricity under such agreement or lease shall be abandoned under the provisions of this Act such minimum sum or other payment shall as from the date of abandonment of such part of those tramways be reduced proportionately. A.D. 1931.
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25. Notwithstanding anything to the contrary in the sections of this Act whereof the marginal notes respectively are "Provisions consequent on abandonment of Company's tramways" "Provisions consequent on abandonment of local authorities' tramways" and "Alterations of certain agreements and leases" nothing in this Act shall affect or be deemed to affect in any respect— Saving for certain existing electricity agreements.

(i) the agreement dated the tenth day of October nineteen hundred and two and made between the urban district council of Cleckheaton and the B.E.T. Company; and

(ii) the agreements respectively dated the first day of December nineteen hundred and two and the ninth day of March nineteen hundred and five and made between the urban district council of Heckmondwike and the B.E.T. Company;

and those three agreements as respectively modified by the agreement dated the fifteenth day of June nineteen hundred and thirty-one and made between the urban district council of Spensborough and the Company and by the agreement also dated the fifteenth day of June nineteen hundred and thirty-one and made between the urban district council of Heckmondwike and the Company shall remain and continue in full force and effect as though this Act had not been passed save that as regards the said agreement of nineteen hundred and two as modified as aforesaid the urban district council of Spensborough shall be deemed to be referred to therein instead of their predecessors the urban district council of Cleckheaton.

26. Nothing in this Act or in the scheduled agreement shall be in derogation of the powers of the traffic commissioners appointed under the Road Traffic Act Saving for traffic commissioners.

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. 1930 for the Yorkshire traffic area and in particular
— nothing shall be deemed to require the said commissioners to grant any licence for the purpose of enabling the Company to fulfil any duty or obligation placed upon them by this Act or the scheduled agreement.

Repeal of powers as to certain authorised tramways of Dewsbury Corporation.

27. All powers obligations and liabilities of the Dewsbury Corporation under the Dewsbury Corporation Tramways Order 1911 the Dewsbury Corporation Tramways Order 1912 and the Dewsbury Corporation Act 1915 with respect to the construction and working of or otherwise relating to the tramways respectively authorised by those Orders and Act are hereby repealed and the agreement between the Dewsbury Corporation and the Company scheduled to the said Act of 1915 is hereby revoked.

Costs of Act.

28. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act and otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1931.

FIRST SCHEDULE.

PARTICULARS OF TRAMWAY LEASES.

(1) Local government area.	(2) Owners.	(3) Date of lease.	(4) Date of expiry of lease.
DEWSBURY BATLEY AND BIRSTAL TRAMWAYS.			
County borough of Dewsbury.	Dewsbury Corporation.	1st February 1907.	10th April 1933 (i).
Borough of Batley -	Batley Corporation -	10th July 1905	10th April 1933(ii).
		7th June 1905	23rd November 1933 (iii).
Birkenshaw urban district.	Birkenshaw Urban District Council.	10th July 1905	10th July 1940.
Birstall urban district	Birstall Urban District Council.	22nd. August 1905.	22nd August 1933.
Spenborough urban district.	Spenborough Urban District Council.	10th July 1905	10th July 1940.
BATLEY TRAMWAYS.			
Borough of Batley -	Batley Corporation -	7th June 1905	23rd November 1933 (iii).
SPEN VALLEY TRAMWAYS.			
County borough of Dewsbury.	Dewsbury Corporation.	10th April 1905	10th April 1933(iv).
County borough of Dewsbury (v).	Yorkshire (Woollen District) Electric Tramways Limited.		
Borough of Batley			
Birkenshaw urban district.			
Heckmondwike urban district.			
Spenborough urban district.			

NOTES.—(i) As regards the portion of the Dewsbury Batley and Birstal tramways situate in the borough of Dewsbury as existing before 31st March 1910.

(ii) As regards the portion of the Dewsbury Batley and Birstal tramways situate before 31st March 1910 in the former urban district of Upper Soothill.

(iii) The two portions of the existing tramways in the borough of Batley are demised by the same lease.

(iv) As regards the portion of the Spen Valley tramways situate in the borough of Dewsbury as existing before 31st March 1910.

(v) As regards the portion of the Spen Valley tramways situate before 31st March 1910 in the urban districts of Ravensthorpe and Thornhill.

A.D. 1931.

SECOND SCHEDULE.

THIS AGREEMENT made this sixteenth day of April 1931 between THE YORKSHIRE (WOOLLEN DISTRICT) ELECTRIC TRAMWAYS LIMITED whose registered office is situate at 88 Kingsway in the county of London (hereinafter called "the Company" which expression where the context so admits shall include its assigns) of the first part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BATLEY in the west riding of the county of York (hereinafter referred to as "Batley Corporation") of the second part THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF DEWSBURY in the same county (hereinafter referred to as "Dewsbury Corporation") of the third part THE COUNCIL FOR THE URBAN DISTRICT OF BIRSTALL in the same county (hereinafter referred to as "the Birstall Council") of the fourth part and THE COUNCIL FOR THE URBAN DISTRICT OF BIRKENSHAW in the same county (hereinafter referred to as "the Birkenshaw Council") of the fifth part.

WHEREAS the Company are the owners of certain light railways situated within or partly within the borough of Batley the county borough of Dewsbury and the urban district of Birkenshaw aforesaid :

And whereas each of the parties hereto of the second third fourth and fifth parts (hereinafter together referred to as "the local authorities") are the owners of certain tramways situate within their respective boroughs or districts and Dewsbury Corporation are also the owners of certain light railways situate within the county borough of Dewsbury of all of which tramways and light railways the Company are now the lessees :

And whereas to make provision for the moneys borrowed by Batley Corporation and Dewsbury Corporation respectively for defraying expenses incurred by such corporations in connection with the tramways or light railways belonging to them respectively as hereinbefore recited Batley Corporation and Dewsbury Corporation will under section 20 of the Tramways Act 1870 be liable to set aside as a sinking fund in the years specified respectively in the first column of the First Part and the first column of the Second Part of the First Schedule hereto

the respective sums specified in the second column of such Parts respectively of the said schedule with interest on the debt for the time being outstanding : A.D. 1931.
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And whereas the Company are now operating all the said tramways and light railways (hereinafter together referred to as "the said tramways") as one system by means of electricity supplied on the overhead system and are also operating services of omnibuses within and beyond the said boroughs and urban districts :

And whereas the Company are promoting in the present session of Parliament a Bill to make provision as to the abandonment of the tramways and light railways owned or worked by the Company and to provide for the running of omnibuses in substitution therefor and for other purposes :

And whereas it is intended that this agreement shall be confirmed and made binding upon the parties hereto by the Bill and that for such purpose a copy of this agreement shall be set out in a schedule to the Bill :

And whereas the local authorities have agreed not to oppose the said Bill in consideration of the Company's entering into such covenants and agreements as are hereinafter on the part of the Company contained.

PART I.

Now this deed witnesseth and it is hereby agreed and declared by and between the Company on the one hand and Batley Corporation and Dewsbury Corporation (hereinafter together referred to as the "Corporations") on the other hand as follows :—

1. In this Part of this agreement the following expressions shall unless the context otherwise requires have the following meanings namely :—

"the borough" shall mean the borough of Batley or the county borough of Dewsbury as the case may be as such boroughs respectively are at present constituted and the expression "the boroughs" shall have a corresponding meaning ;

"the said services" shall mean the services of omnibuses for the time being and from time to time operated by the Company within or partly within the boroughs or any part thereof including the services particulars of which are set out in the Second Schedule hereto except (a) any service for the time being operated by the Company on its own account under or pursuant to the provisions in that behalf in clause 17 hereof contained and (b) any service (hereinafter referred to as a "long distance service") for the time being operated by

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931.

the Company along any route situate partly within and partly without the boroughs provided that the Company do not engage both to take up and set down within the boroughs on one and the same journey any passenger on any omnibus operated on such service (particulars of the long distance services now operated by the Company being set out in the Third Schedule hereto) and (c) the services now operated by the Company within or partly within the boroughs particulars of which services are specified in the Fourth Schedule hereto and which are hereinafter referred to as "the specified services";

"the said routes" shall mean the routes along which the Company are for the time being operating the said services;

"share of net profits" shall mean a sum payable by the Company to either of the Corporations under either clause 7 or clause 8 hereof;

"the specified share" of any net profits shall mean the share specified in clause 9 hereof.

2. As from the day following the date on which the Company shall discontinue the service of tramcars now operated by them upon any or any part of the said tramways situate within the said boroughs or either of them the Company shall commence to operate a service or services of motor omnibuses along the route of such tramway or the part thereof on which the service of tramcars shall have been discontinued as aforesaid.

3. If either of the Corporations shall at any time during the continuance of this Part of this agreement by notice in writing require the Company to operate a service of motor omnibuses along any route within the borough then the Company shall within 28 days of the receipt of such notice commence to operate a service of motor omnibuses along the route specified in such notice.

4. (i) As from the respective dates from which the Company are to commence to operate the services provided for by either of the two last preceding clauses of this agreement the Company shall operate along each of the routes along which such services are to be operated respectively as aforesaid such a service of motor omnibuses as shall adequately provide for the reasonable requirements of the travelling public including such additional services as may from time to time be necessary upon special occasions or for special purposes such as theatrical performances concerts football matches and other like events.

(ii) The Company shall not charge a fare exceeding one penny halfpenny per mile or fraction of a mile for any passenger

travelling on any omnibus running on any of the said services or any of the specified services for the time being operated by the Company and where in the opinion of the Company and the Corporation concerned traffic conditions permit the Company shall institute penny stages. A.D. 1931.
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(iii) The Company shall issue return tickets at rates not exceeding one penny per mile or fraction of a mile available for use on weekdays on the outward journey before the hour of 8.45 in the morning and on the return journey on the same day after the hour of 12 o'clock noon on any omnibus operated on any of the said services or any of the specified services and the Company shall so far as reasonably practicable issue tickets at rates not exceeding 1d. per mile or fraction of a mile available for use on any omnibus operated on any of such services by artisans mechanics and daily labourers regularly going to or returning from their work in the ordinary course of their employment at hours at which return tickets issued as aforesaid shall not be available.

5. The Company shall at their own expense provide and maintain all motor omnibuses and other vehicles staff and workmen garage accommodation and offices necessary for the operation of the said services.

6. (i) During the continuance of this Part of this agreement and so long as the Company carry out their obligations hereunder neither of the Corporations shall under or by virtue of the powers conferred by Part V of the Road Traffic Act 1930 or otherwise operate or seek to obtain either directly or indirectly power or authority to establish or work tramways trolley vehicles motor omnibuses or other passenger carrying vehicles or make or carry into effect agreements for or otherwise seek to obtain any interest in the management working or maintenance of any such vehicles other than the omnibuses to be operated by the Company pursuant to this agreement.

(ii) Nothing in sub-clause (i) of this clause or sub-clause (v) of clause 21 hereof shall be construed or operate so as to prevent or restrict the Dewsbury Corporation from (1) entering into any agreement with the National Electric Construction Company Limited or their successors or assigns in relation to the tramways which are now operated by that company in the county borough of Dewsbury under working agreements dated 19th April 1909 either as to the modification or termination of such agreements or (2) the working of such tramways by the Dewsbury Corporation or the operating either by the National Electric Construction Company Limited or their successors or assigns or the Dewsbury Corporation of services of trolley vehicles motor omnibuses or other passenger carrying vehicles in substitution for the services of tramcars along the route of such tramways or any part thereof or in the area now served by such tramways.

A.D. 1931.
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7. (i) The Company shall pay to each of the Corporations the specified share of the net profits calculated as hereinafter provided earned by such of the said services (taken as a whole) as may from time to time during the continuance of this Part of this agreement be operated by the Company on any or any portions of the said routes situate within or partly within the respective boroughs it being the intention that the said net profits shall be calculated and payable separately in respect of each of the boroughs or the services therein respectively.

(ii) For the purpose of this clause the net profits earned during any period by the services on such of the said routes as may be situate entirely within either of the boroughs shall be deemed to be the total moneys received by the Company during such period upon the omnibuses from time to time operated upon such services for passenger fares and parcel receipts less the cost of working such services during the same period calculated as hereinafter provided and the net profits earned during any period by the services on such of the said routes as may be situate partly within and partly without either of the boroughs shall be deemed to be such proportion of the total moneys received by the Company during such period upon the omnibuses from time to time operated upon such services for passenger fares and parcel receipts less the cost of working such services during the same period calculated as hereinafter provided as the length of the portion of such routes situate within the borough bears to the total length of such routes.

8. (i) The Company shall further pay to each of the Corporations the specified share of the net profits calculated as hereinafter provided earned on the route of any or any part of the said tramways situate within the respective boroughs after the discontinuance of the service of tramcars thereon by any of the specified services which may now be operated along such route.

(ii) The net profits earned during any period by any such service on the route of any or any part of the said tramways situate within either of the boroughs shall be deemed to be such proportion of the total moneys received by the Company during such period upon the omnibuses for the time being operated upon such service for passenger fares and parcel receipts less the cost of working such service during the same period calculated as hereinafter provided as the length of such or such part of the said tramways as aforesaid bears to the total length of the route of such service.

9. The share (payable under clauses 7 or 8 hereof) of the net profits earned as therein mentioned at any time before the 1st day of July 1953 shall be six tenths and of the net profits earned as aforesaid on or at any time after that date but before the 1st day of July 1973 eleven twentieths and of the net profits

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

earned as aforesaid on or at any time after the 1st day of July 1973 one half. A.D. 1931.

10. (i) The cost of working any service during any period shall be calculated by multiplying the number of miles run by the omnibuses of the Company on such service (including the miles run by such omnibuses to and from their garage) by the average cost to the Company per omnibus mile of operating the whole of the services of motor omnibuses and other motor vehicles operated by the Company during such period both within and without the boroughs as shown by the Company's monthly working accounts for such period together with an allowance for depreciation and interest on capital of threepence and one half-penny for every mile run on such service (including the miles run by such omnibuses to and from their garage).

(ii) The length of each of the said routes and the length of the portion or portions of each situate within each of the boroughs and the length of any or any part of the said tramways so situate shall be agreed between the respective surveyors of the Corporations and the traffic manager of the Company or failing agreement be determined by arbitration in the manner hereinafter provided.

11. (i) If the Company shall discontinue the service of tramcars upon any or any part of the said tramways belonging to either of the Corporations before the date of expiry of the term created by the lease under which such tramway or part thereof is now operated by the Company then any rent paid by the Company in respect of the tramways and premises demised by such lease in respect of any period from or after the date of the discontinuance of the service of tramcars as aforesaid or the proportion of any such rent properly attributable to the tramway or the part thereof upon which the service of tramcars shall have been discontinued (such proportion to be agreed between the Company and the Corporation or failing agreement determined by arbitration as hereinafter provided) shall be deemed to have been paid on account of any share of net profits payable in respect of such period to such of the Corporations as are now the owners and lessors of the tramways and other premises demised by the said lease.

(ii) If any such rents as are referred to in sub-clause (i) of this clause or such proportion thereof as therein mentioned which may have been paid by the Company in respect of any period shall exceed the share of net profits payable in respect of the same period to such of the Corporations as aforesaid then the Company shall be at liberty subject to clause 12 hereof to deduct or retain from or out of any share or shares of net profits payable to such Corporations in respect of any subsequent period or periods a sum or sums in the aggregate equal to the difference between the total paid and the share of net profits payable as

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. — aforesaid and accordingly any sum or sums so deducted or retained shall be deemed to have been paid in satisfaction or on account as the case may be of the share or shares of net profits payable as aforesaid.

12. (i) If the aggregate amount of (a) the sums which would apart from clause 11 hereof be payable under clauses 7 and 8 hereof to either of the Corporations in respect of any period of twelve months ending on any 31st day of December after the expiry of the term created by any lease granted by that Corporation of any of the said tramways now operated by the Company and the discontinuance of the operation of any part of the tramways demised by that lease and (b) any net profits derived by the Company during the same period from the working of any of the said tramways which may be payable by the Company to the same Corporation shall be less than the aggregate amount of the sum specified in the First Schedule hereto to be set aside by the Corporation as a sinking fund as hereinbefore recited in respect of the same period of 12 months and the interest (less tax) payable by the Corporation for the same period on the balance for the time being outstanding of the debt in respect of which the sums specified in the said schedule are to be set aside as aforesaid then the Company shall on the presentation of the first account to be delivered by the Company to the Corporation pursuant to clause 13 hereof after the expiration of the said period of 12 months pay to such Corporation a sum equal to the difference between such aggregate amounts as aforesaid. Provided that the Company shall not be liable to make any payment under this clause before the 31st day of December 1934 but in the event of the expiry of the term created by any lease granted by either of the Corporations and the discontinuance of the operation of any part of the tramways thereby demised before the 31st day of December 1933 then for the purposes of this sub-clause the period from the date of the discontinuance of the operation of the tramways to the 31st day of December 1934 shall be deemed to have been substituted for the period of 12 months ending on the 31st day of December 1934.

(ii) Subject to sub-clause (i) of this clause the Company shall be at liberty to deduct or retain a sum or sums in the aggregate equal to any sum or sums paid to either of the Corporations under this clause in respect of any period from or out of any share or shares of net profits which may become payable to such Corporation in respect of any subsequent period or periods and accordingly any sum or sums so deducted or retained shall be deemed to have been duly paid in satisfaction or on account as the case may be of the share or shares of net profits payable as aforesaid.

13. (i) As soon as possible after the expiration of the month current at the date on which this Part of this agreement shall

come into force and of each subsequent month during the continuance of this Part of this agreement the Company shall deliver to each of the Corporations an account (certified as correct by the traffic manager of the Company on the basis of the Company's monthly returns) showing the net profits calculated as hereinbefore provided earned by the services operated by the Company during the preceding month on or over any or any portions of the said routes or any or any part of the said tramways situate within or partly within the respective boroughs and the total amount payable to each of the Corporations in respect of such month under clauses 7 and 8 hereof less any sum to be deemed to have been paid on account thereof in accordance with clause 11 hereof and any sum which the Company may be entitled to deduct or retain under that clause or clause 12 hereof The amount shown to be due to either of the Corporations by any monthly account shall be paid by the Company on the presentation of such account.

A.D. 1931.
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(ii) The monthly accounts in respect of any year shall if necessary be adjusted on the closing of the Company's account as at the 31st December in each year upon the basis of the Company's audited accounts for such year.

(iii) As soon as practicable after the Company's accounts for any year shall have been audited the Company shall deliver to each of the Corporations an account certified by the Company's auditors showing the net profits calculated as hereinbefore provided earned by the services operated by the Company during such year on or over any or any portions of the said routes or any or any part of the said tramways situate within or partly within the respective boroughs and the total amount payable to each of the Corporations in respect of such year under clauses 7 and 8 and 12 hereof less any sum to be deemed to have been paid on account thereof in accordance with clause 11 hereof and any sums which the Company may be entitled to deduct or retain under that clause or clause 12 hereof The difference between the total amount payable to the Corporation as aforesaid and the total of any sums paid to the Corporation in respect of any of the preceding 12 months shall on presentation of the account be paid by or to the Company to or by the Corporation as the case may be.

(iv) Either of the Corporations may if they think fit direct their borough treasurer or other official or may employ a chartered accountant or accountants to examine and check any monthly or annual account delivered by the Company as aforesaid and the Company shall give to such treasurer or other official or accountant full and ample facilities to enable him to carry out such examination and checking accordingly Any question or dispute arising upon any monthly or annual account between either of the Corporations and the Company shall in

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. default of agreement be determined by arbitration in manner hereinafter appearing.

14. Subject to clause 4 hereof and as hereinafter provided the Company shall notwithstanding anything herein contained from time to time and at all times have full right and liberty to discontinue the operation or increase or reduce the frequency of any of the services for the time being operated by the Company or alter the route of any such services or otherwise modify the same or any of them in such manner as the Company may in their absolute discretion think fit and in the event of any alteration being made in the route of any of the specified services the route as so altered shall be deemed to have been substituted in the Fourth Schedule hereto for the route of such service therein specified and this agreement shall be construed and have effect accordingly Provided that except in accordance with clause 16 hereof the Company shall not without the consent of the Corporations or (in the case of a service on a route situate entirely within either of the boroughs) the Corporation of such borough (provided that such consent shall not be unreasonably withheld)—

- (a) discontinue the operation or alter the route of any service for the time operated pursuant to clause 2 hereof or a notice given under clause 3 hereof or
- (b) alter the route of any of the specified services operated along the route of any or any part of the said tramways so as materially to reduce the proportion which the length of the route of such of the said tramways or parts thereof as aforesaid bears to the total length of the route of the service or
- (c) alter the route of any of the said services so as materially to reduce the proportion which the length of the portion of the route situate within the boroughs or either of them bears to the total length of the route.

15. If and so long as any part or parts of the route of any long distance services of the Company shall be coincident with the whole or any part of a route along which any of the said services may for the time being be operated or any or any part of the said tramways along which any of the specified services may for the time being be operated the Company shall charge on such long distance service such fares in respect of such part or parts as aforesaid of the route of the service as shall afford adequate protection to such of the said services or the specified services as may for the time being be operated along the same such fares to be agreed between the Company and the Corporation of the borough in which such part or parts of the said route shall be situate or in default of agreement fixed by arbitration in manner hereinafter provided.

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxii.]

16. The Company shall be at liberty to cease to operate any service of omnibuses on any of the said routes or any part thereof (including any service operated pursuant to a notice given under clause 3 hereof) if after three months' trial the receipts on such service shall be insufficient to cover the cost of working the service calculated in accordance with sub-clause (i) of clause 10 hereof. A.D. 1931.

17. The monthly accounts to be delivered by the Company to each of the Corporations as aforesaid shall show separately the length of and omnibus mileage run on each of the said routes situate within or partly within their respective boroughs and the actual receipts of the omnibuses from time to time operated thereon during the month covered by such account and if the Corporations or either of them shall be of opinion that such receipts do not justify the continuance of the service on any of the said routes and the Corporations or (in the case of a service on a route situate entirely within either of the boroughs) the Corporation of such borough shall give one month's written notice to the Company to discontinue the service on such route then any service operated by the Company along such route shall subject as hereinafter provided cease to be a service operated by the Company under or pursuant to the provisions of this Part of this agreement. The Company shall be entitled to operate or continue to operate a service over such route at its own risk and on its own account subject to the power of either of the Corporations at any time to require a service again to be operated upon such route or the part thereof within the borough by notice given pursuant to clause 3 of this Part of this agreement.

18. The Company shall at all times during the continuance of this agreement provide and use for the said services motor omnibuses of a good serviceable and up-to-date type and design and fitted with pneumatic tyres and shall keep and maintain all motor omnibuses to be operated by them under the provisions of this agreement in good and clean condition and provided with all facilities which may be reasonably required to ensure the safety and comfort of the passengers.

19. So long as the Company continue to carry out their obligations under this Part of this agreement the Corporations and each of them shall at the expense of the Company do all such acts and things as they lawfully can or may and the Company may from time to time reasonably require to support any application by the Company for or otherwise to assist the Company to obtain any licences that the Company may from time to time require for the purposes of the said services.

20. The Company shall not without the consent in writing of the Corporations assign the benefit of this Part of this agreement otherwise than for the purposes of or in connection with

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. any scheme of reconstruction or amalgamation or the sale or transfer of their undertaking and business as a whole Provided that such consent shall not be unreasonably withheld.

21. (i) For the purposes of this clause the expression "the purchasing authorities." shall mean the local authorities and the council for the urban district of Heckmondwike in the west riding of the county of York and the council for the urban district of Spenborough in the same county.

(ii) Subject as hereinafter provided if the Corporations shall give to the Company notice to determine this Part of this agreement on the 31st day of December 1955 or the 31st day of December in any subsequent twenty-fifth year pursuant to the power in that behalf conferred by clause 22 hereof or the Company shall at any time go into liquidation otherwise than for the purposes of amalgamation or reconstruction and each of the purchasing authorities shall on the giving of such notice as aforesaid or within one month of the commencement of the winding up of the Company as the case may be give to the Company notice in writing of their desire to purchase such part of the Company's undertaking as is hereinafter more particularly described and referred to as "the purchaseable part of the undertaking" or if not later than one year before the expiration of this Part of this agreement each of the purchasing authorities shall give to the Company a like notice then on the 31st day of December 1955 or on the 31st day of December in such subsequent twenty-fifth year or on the expiration of one month from the commencement of the winding up of the Company or the expiration of this Part of this agreement as the case may be (such 31st day of December or the date of the commencement of the winding up or the expiration of this Part of this agreement being hereinafter referred to as "the date of purchase") the Company shall sell and each of the purchasing authorities shall purchase so much of the purchaseable part of the undertaking as shall on the date of purchase be situate or carried on within their respective districts upon terms of paying the fair market value of each part of the undertaking as a going concern but without any addition in respect of compulsory purchase which value shall be determined in case of difference by arbitration in manner hereinafter provided and any question as to the portion of the Company's undertaking so purchaseable by the purchasing authorities shall be determined by the arbitrator.

(iii) The sum to be paid to the Company in respect of such purchase shall if not agreed be determined by one and the same arbitrator agreed or nominated under clause 3 (ii) in Part III of this agreement and in one and the same arbitration but the arbitrator shall by his award determine separately as respects each of the purchasing authorities the value at the date of

purchase of the portion of the purchaseable part of the undertaking to be purchased by each of the purchasing authorities but so that the respective sums to be paid to the Company by each purchasing authority shall together be equal to the fair market value at the date of purchase of the purchaseable part of the undertaking as a going concern but without any allowance for compulsory purchase. A.D. 1931.

(iv) For the purposes of this clause the expression "the purchaseable part of the undertaking" shall mean (a) the goodwill or interest of the Company of or in each and every service or part of a service not being a long distance service which the Company shall on or immediately before the date of purchase be operating along the routes of any of the tramways or light railways now operated by the Company within the respective districts of the purchasing authorities or any part thereof and (b) such estate or interest as the Company may then be entitled to sell and assign in any garage situate in any of the respective districts of the purchasing authorities which shall then be used by the Company exclusively or mainly for the purposes of the services or parts of services aforesaid and (c) such of the omnibuses spare parts and other materials then belonging to the Company as may be agreed or in default of agreement as may be determined by the arbitrator to be necessary for the purposes of the services or parts of services aforesaid.

(v) In the event of the purchasing authorities purchasing the purchaseable part of the undertaking under this clause the Company shall not operate any service or services of omnibuses or other vehicles along the route of or otherwise in competition with any service or services operated by the purchasing authorities or one or other of them along the route of any of the services or parts of services referred to in sub-clause (iv) of this clause without the consent in writing of the purchasing authorities or such one or other of them as shall be operating such service or services as aforesaid. Provided that a service operated by the Company along the route or any part of the route of any service provided by the purchasing authorities or one or other of them shall not be deemed to be in competition with such services so long as the fares charged by the Company on their service in respect of the route or any part of the route of the service provided as aforesaid shall afford adequate protection to that service. And the purchasing authorities and each of them shall not operate or become directly or indirectly interested in the operation of any service or services of omnibuses or other vehicles other than the services or parts of services referred to in sub-clause (iv) of this clause along the route of or otherwise in competition with any service or services now or hereafter for the time being operated by the Company.

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931.

(vi) If one or more of the purchasing authorities shall give notice as aforesaid of their desire to purchase the purchaseable part of the undertaking and the reduced rateable value as defined by section 134 of the Local Government Act 1929 of the area of the authority so giving notice or the aggregate of the reduced rateable values as so defined of the respective areas of the authorities so giving notice as the case may be shall be more than half of the aggregate of the reduced rateable values as defined as aforesaid of the respective areas of all the purchasing authorities then the authority or each of the authorities so giving notice shall purchase and the Company shall sell so much of the purchaseable part of the undertaking as shall on the date of purchase be situate or carried on within its or their respective districts and so much of the remainder of the purchaseable part of the undertaking as shall be specified by the authority so giving notice or as shall be agreed between the authorities so giving notice or in default of such specification or agreement determined by the arbitrator in like manner and upon and subject to the like terms and conditions in all respects as if the whole of the purchaseable part of the undertaking had been on the date of purchase situate or carried on within one or the other of the respective districts of such authority or authorities. Provided that the Company shall not be required to sell any portion of the purchaseable part of the undertaking unless the authority or authorities so giving notice as aforesaid purchase at one and the same time the whole of the purchaseable part of the undertaking.

22. This Part of this agreement shall come into force on the date on which the Bill confirming it shall receive the Royal Assent and shall remain in force thereafter for a period of 99 years from the 31st day of December 1930. Provided that if the Corporations shall be desirous of determining this Part of this agreement on the 31st day of December 1955 or on the 31st day of December in any subsequent twenty-fifth year and shall each at one and the same time give to the Company not less than one year's previous notice in writing in that behalf or if the Company shall at any time go into liquidation otherwise than for the purposes of amalgamation or reconstruction then subject and without prejudice to clause 21 hereof on the 31st day of December 1955 or on the 31st day of December in such subsequent twenty-fifth year or on the liquidation of the Company otherwise than for the purposes aforesaid as the case may be this Part of this agreement shall cease and determine but without prejudice to any claim by any of the parties in respect of any antecedent breach of any of the provisions herein contained.

23. (i) Nothing contained in this Part of this agreement shall be deemed to constitute a partnership between the Corporations and the Company.

(ii) This Part of this agreement shall be construed and have effect in all respects as if the several agreements and provisions herein contained so far as they relate respectively to any service or services operated or to be operated within or partly within either of the boroughs or any account to be delivered or payment to be made or allowed in respect of any such service had been contained in a separate agreement or instrument made between the Company on the one hand and the Corporation of such borough on the other hand and accordingly the agreements on the part of the Company herein contained shall be enforceable by each of the Corporations so far as aforesaid but not further or otherwise.

A.D. 1931.
—

PART II.

Now this Deed further witnesseth as follows :—

1. The Company hereby covenants with the Birstall Council and the Birkenshaw Council that if the whole or any portion of the said tramways belonging to the Birstall Council or the Birkenshaw Council shall be abandoned pursuant to the provisions in that behalf contained or intended to be contained in the said Bill then the Company shall perform and discharge all the obligations and liabilities of the Birstall Council or the Birkenshaw Council as the case may be existing at the date of abandonment under any Order relating to the tramway or tramways so abandoned and the enactments incorporated therewith with respect to the removal of the tramway or tramways so abandoned and the rails and paving setts and equipment thereof and the reinstatement of the carriageway or footpath in which such tramway or tramways rails paving setts and equipment may be situate and shall keep the Birstall Council or the Birkenshaw Council as the case may be effectually indemnified from and against all actions proceedings costs claims damages and expenses whatsoever arising out of any failure on the part of the Company to perform or discharge such obligations and liabilities or any of them.

2. It is hereby further agreed and declared by and between the Company and the Birstall Council and the Birkenshaw Council that all rails poles standards overhead and other equipment forming part of or used in connection with any tramway or tramways abandoned as aforesaid belonging to either of the said councils shall upon removal become the absolute property of the Company provided that if before the date of abandonment either of the councils shall give notice to the Company that they desire that any of such poles standards and overhead equipment within the district of the council giving the notice shall not be removed then the Company shall sell and the council giving the notice shall purchase the poles standards and overhead equipment to which the notice relates upon terms to be agreed

A.D. 1931. between the Company and the council and failing agreement to
— be determined by arbitration in manner hereinafter provided.

3. (i) Batley Corporation and Dewsbury Corporation hereby severally covenant with the Company that if the whole or any portion of the said tramways situate within the said boroughs or either of them whether belonging to either of the said Corporations or to the Company shall be abandoned pursuant to the provisions in that behalf contained or intended to be contained in the said Bill the Corporations respectively shall perform and discharge all obligations and liabilities existing at the date of abandonment under any Order relating to the tramway or tramways so abandoned situate within their respective boroughs and the enactments incorporated therewith with respect to the removal of the tramway or tramways so abandoned and the rails paving setts and equipment thereof or the parts thereof situate within the respective boroughs and the reinstatement of the carriageway or footpath in which such tramway or tramways or parts thereof may be situate and shall keep the Company and its assigns effectually indemnified from and against all actions proceedings costs claims damages and expenses whatsoever arising out of any failure on the part of the Corporations to perform or discharge the obligations and liabilities on their respective parts to be performed or discharged as aforesaid or any of them.

(ii) All rails and paving setts and posts standards overhead and other equipment including underground cables wires works and apparatus forming part of or provided and used exclusively in connection with any of the said tramway or tramways abandoned as aforesaid shall become the absolute property of the Corporation in whose area the same may be situate and such Corporation may appropriate use sell or otherwise dispose of the same.

4. The Birkenshaw Council hereby consent to the building erected upon land demised by the Birkenshaw Council to the Company for a term of 20 years from the 21st day of January 1929 under an agreement dated the 19th day of June 1929 and made between the Birkenshaw Council of the one part and the Company of the other part being hereafter during the continuance of the said term used by the Company or their assigns as a waiting room and a parcel office in connection with any service of omnibuses now or hereafter operated by the Company or their assigns.

5. Dewsbury Corporation hereby agree and consent to the building referred to in an agreement dated the 27th day of January 1905 and made between the Company of the one part and the Thornhill Urban District Council of the other part being hereafter used as a waiting room in connection with any service of omnibuses now or hereafter operated by the Company or their assigns.

PART III.

A.D. 1931.

Now this deed further witnesseth and it is hereby agreed by and between the parties hereto as follows :—

1. The local authorities shall not nor shall any of them either directly or indirectly oppose the said Bill now being promoted by the Company as hereinbefore recited but they and each of them shall at the expense of the Company do all such acts and things as they lawfully can or may and the Company may reasonably require in support of the Bill and to obtain the approval of Parliament to this agreement and its confirmation by the said Bill in the present session.

2. This agreement shall be added as a schedule to the said Bill and a clause inserted in the Bill to provide for the confirmation of this agreement and to make it binding on the parties hereto.

3. (i) Any dispute difference or question arising between the Company and either Batley Corporation or Dewsbury Corporation relating to any account delivered or to be delivered by or any payment or allowance to be made by or to the Company under Part I of this agreement shall be referred to a sole arbitrator to be agreed between the Company and such Corporation or failing agreement to be nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants in England and Wales.

(ii) Subject as aforesaid any dispute difference or question arising between the parties hereto or any of them upon the construction or effect of any of the provisions contained in the agreement shall be referred to a sole arbitrator to be agreed between such parties or failing agreement to be nominated by the Minister of Transport on the application of any of such parties.

(iii) Any reference to arbitration under this agreement shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply as far as applicable.

4. This agreement is conditional upon its being approved by Parliament and confirmed in the present session subject to such modifications as Parliament may think fit to make therein provided nevertheless that if either House of Parliament shall make any material alteration in this agreement and any of the parties hereto shall give notice in writing to the others before the Bill intended to confirm this agreement shall be read the third time in the second House to rescind this agreement then in that event or in the event of this agreement not being approved and confirmed as aforesaid during the present Session this agreement and everything herein contained shall forthwith become void.

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. In witness whereof the parties hereto have caused their
respective common seals to be hereunto affixed the day and year
first above written.

The Schedules hereinbefore referred to.

FIRST SCHEDULE.

PART I.

Sums to be set aside as a sinking fund by Batley Corporation.

Year.	Amount.
—	—
	£
1933 - - - - -	3374
1934 - - - - -	1711
1935 - - - - -	374
1936 - - - - -	4
1937 - - - - -	3

PART II.

Sums to be set aside as a sinking fund by Dewsbury Corporation.

Year.	Amount.
—	—
	£
1933 - - - - -	3123
1934 - - - - -	2946
1935 - - - - -	3027
1936 - - - - -	759
1937 - - - - -	786
1938 - - - - -	125
1939 - - - - -	120
1940 - - - - -	141
1941 - - - - -	136
1942 - - - - -	141
1943 - - - - -	145
1944 - - - - -	149
1945 - - - - -	154
1946 - - - - -	158
1947 - - - - -	163
1948 - - - - -	168
1949 - - - - -	66

SECOND SCHEDULE.

A.D. 1931.

PART I.

BOROUGH OF BATLEY.

Drighlington—Dewsbury via Birstall Batley and Staincliffe :

Enters Batley at the borough boundary in Bradford Road thence along Bradford Road Branch Road Commercial Street Upper Commercial Street Mayman Lane Healey Lane West Park Road Deighton Lane Staincliffe Hall Road and Dewsbury Gate Road to the boundary.

PART II.

BOROUGH OF DEWSBURY.

Huddersfield—Dewsbury via Lepton Grange Moor Flockton Overton and Middlestown :

(a) Enters Dewsbury at the borough boundary in Hostingley Lane thence along Hostingley Lane Church Lane Common Slaithwaite Station Road Savile Road and Wilton Street.

(b) Enters Dewsbury at the borough boundary in Hostingley Lane thence along Hostingley Lane Frank Lane Town Street Overthorpe Road Slaithwaite Road Station Road Savile Road and Wilton Street.

Whitley—Dewsbury :

Whitley Road Edge Top Road Chapple Lane Town Street Overthorpe Road Slaithwaite Road Station Road Savile Road Wilton Street and Vicarage Road.

[Note.—The whole of this route lies within the borough boundary.]

Briestfield—Dewsbury :

Briestfield Road Edge Top Road Chapple Lane Town Street Overthorpe Road Slaithwaite Road Station Road Savile Road Wilton Street and Vicarage Road.

[Note.—The whole of this route lies within the borough boundary.]

Thornhill Edge—Dewsbury :

Edge Lane Town Street Overthorpe Road Slaithwaite Road Station Road Savile Road Wilton Street and Vicarage Road.

[Note.—The whole of this route lies within the borough boundary.]

A.D. 1931.

THIRD SCHEDULE.

PART I.

BOROUGH OF BATLEY.

Bridlington-Huddersfield via Scarborough Malton York Leeds
Morley Birstall Heckmondwike Batley Dewsbury and
Mirfield :

Enters Batley at the borough boundary in Batley Road
thence along Batley Road Healey Lane Deighton Lane West
Park Road Healey Lane Mayman Lane Upper Commercial
Street Commercial Street Branch Road and Bradford Road to
the boundary.

Blackpool-Ossett via Lytham Preston Burnley Elland Brighouse
Cleckheaton Heckmondwike Batley and Dewsbury :

Enters Batley at the borough boundary in Batley Road
thence along Batley Road Healey Lane Deighton Lane West
Park Road Healey Lane Mayman Lane Upper Commercial
Street Commercial Street Branch Road and Bradford Road
to the borough boundary.

Leeds-Manchester via Tingley Dewsbury Huddersfield Marsden
Uppermill and Oldham :

Enters the borough boundary in Leeds Road thence along
Leeds Road to the Dewsbury boundary.

Bradford-Dewsbury via Birkenshaw Birstall and Batley :

Enters Batley at the borough boundary in Bradford Road
thence along Bradford Road Branch Road Henrietta Street
Commercial Street Branch Road and Bradford Road to the
boundary.

Leeds-Mirfield via Gildersome Birstall Batley Heckmondwike
and Roberttown :

Enters Batley at the borough boundary in Bradford Road
thence along Bradford Road Branch Road Commercial Street
Upper Commercial Street Mayman Lane Healey Lane West
Park Road Deighton Lane Healey Lane and Batley Road to
the boundary.

Leeds-Huddersfield via Gildersome Birstall Batley Heckmond-
wike Roberttown and Bradley :

Enters Batley at the borough boundary in Bradford Road
thence along Bradford Road Branch Road Commercial Street
Upper Commercial Street Mayman Lane Healey Lane West
Park Road Deighton Lane Healey Lane and Batley Road to
the boundary.

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxi.]

Halifax—Batley via Westfield Scholes Moor End Cleckheaton and Birstall : A.D. 1931.

Enters Batley at borough boundary in Bradford Road thence along Bradford Road and Branch Road.

PART II.

BOROUGH OF DEWSBURY.

Barnsley to Bradford via Darton Bretton Netherton Dewsbury Heckmondwike Cleckheaton and Oakenshaw :

Enters Dewsbury at the borough boundary in Hostingley Lane thence along Hostingley Lane Church Lane Common Slaithwaite Road Station Road Savile Road Wilton Street Aldams Road Webster Hill Huddersfield Road Cemetery Road or Temple Road and Heckmondwike Road to the borough boundary.

Bradford—Dewsbury via Birkenshaw Birstall and Batley :

Enters Dewsbury at the borough boundary in Bradford Road thence along Bradford Road and Northgate.

Hartshead—Dewsbury via Roberttown and Heckmondwike :

Enters Dewsbury at the borough boundary in Heckmondwike Road thence along Heckmondwike Road Temple Road or Cemetery Road Huddersfield Road Webster Hill Aldams Road and Wilton Street.

Bridlington—Huddersfield via Scarborough Malton York Leeds Morley Birstall Heckmondwike Batley Dewsbury and Mirfield :

Enters Dewsbury at the borough boundary in Bradford Road thence along Bradford Road Northgate Market Place Longcauseway Vicarage Road Wilton Street Aldams Road Webster Hill and Huddersfield Road to the boundary.

Blackpool—Ossett via Lytham Preston Burnley Elland Brighouse Cleckheaton Heckmondwike Birstall and Dewsbury :

Enters Dewsbury at the borough boundary in Bradford Road thence along Bradford Road Northgate Market Place Westgate Church Street Longcauseway Market Place and Wakefield Road to the boundary.

Leeds—Manchester via Tingley Dewsbury Mirfield Huddersfield Marsden Uppermill and Oldham :

Enters Dewsbury at the borough boundary in Leeds Road thence along Leeds Road crossing Wakefield Road Rishworth Road Railway Street Longcauseway Vicarage Road Aldams Road Webster Hill and Huddersfield Road to the borough boundary.

[Ch. lxi.] *Yorkshire (Woollen [21 & 22 GEO. 5.]
District) Transport Act, 1931.*

A.D. 1931. Keighley-London via Nottingham or Grantham :

— Enters Dewsbury at the borough boundary in Heckmondwike Road thence along Heckmondwike Road Cemetery Road or Temple Road Huddersfield Road Webster Hill Aldams Road Wilton Street Vicarage Road Longcauseway Market Place and Wakefield Road to the borough boundary.

Keighley-Bradford &c. to Birmingham via Derby and Leicester :

Enters Dewsbury at the borough boundary in Heckmondwike Road thence along Heckmondwike Road Cemetery Road or Temple Road Huddersfield Road Webster Hill Aldams Road Wilton Street Vicarage Road Longcauseway Market Place and Wakefield Road to the borough boundary.

Huddersfield-Dewsbury via Bradley and Mirfield :

Enters Dewsbury at the borough boundary in Huddersfield Road thence along Huddersfield Road Webster Hill and Aldams Road.

Haworth-Dewsbury via Haworth Cross Roads Cullingworth Denholme Queensbury Shelf Hipperholme Brighouse and Mirfield :

Enters Dewsbury at the borough boundary in Huddersfield Road thence along Huddersfield Road Webster Hill and Aldams Road.

FOURTH SCHEDULE.

PART I.

BOROUGH OF BATLEY.

Shaw Cross-Batley :

Enters Batley at the borough boundary in High Street thence along High Street Mill Lane Station Road Bradford Road and Branch Road.

East Ardsley-Batley :

Enters Batley at the borough boundary in Hey Beck Lane thence along Hey Beck Lane Soothill Lane Upper Station Road Station Road Bradford Road and Branch Road.

Leeds-Dewsbury via Tingley and Woodkirk :

Enters Batley at the borough boundary in the Leeds Road thence along Leeds Road to the Dewsbury boundary on the same road.

[21 & 22 GEO. 5.] *Yorkshire (Woollen District) Transport Act, 1931.* [Ch. lxi.]

Pudsey-Dewsbury via New Farnley Gildersome and Morley : A.D. 1931.

(a) Enters Batley at the borough boundary in Leeds Road thence along Leeds Road to the Dewsbury boundary on the same road.

(b) Enters Batley at the borough boundary in Hey Beck Lane thence along Hey Beck Lane and Leeds Road to the boundary.

Shaw Cross-Dewsbury :

Enters Batley at the borough boundary in High Street thence along High Street and Common Side to the Dewsbury boundary.

Morley-Wyke via Batley White Lee Heckmondwike Hightown and Scholes :

Enters Batley at the borough boundary in Scotchman Lane thence along Scotchman Lane Timothy Lane Batley Field Hill Branch Road Commercial Street Upper Commercial Street Blakeridge Lane Cross Bank Road Carlinghow Lane and Leeds Old Road to the boundary.

Wakefield-Batley via Alverthorpe and Kirkhamgate :

Enters Batley at the borough boundary in Hey Beck Lane thence along Hey Beck Lane Soothill Lane Upper Station Road Station Road Bradford Road and Branch Road.

PART II.

BOROUGH OF DEWSBURY.

Wakefield-Keighley via Ossett Dewsbury Mirfield Brighouse Halifax Ovenden Denholme Cullingworth and Haworth Cross Roads :

Enters Dewsbury at the borough boundary in Wakefield Road thence along Wakefield Road Rishworth Road Railway Street Market Place Longcauseway Vicarage Road Wilton Street Aldams Road Webster Hill and Huddersfield Road to the borough boundary.

Mirfield-Dewsbury via Knowle :

Enters Dewsbury at the borough boundary in North Road thence along North Road Huddersfield Road Webster Hill and Aldams Road.

Leeds-Dewsbury via Tingley and Woodkirk :

Enters Dewsbury at the borough boundary in Leeds Road thence along Leeds Road crosses Wakefield Road Rishworth Road and Railway Street.

[Ch. lxii.] *Yorkshire (Woollen [21 & 22 Geo. 5.]
District) Transport Act, 1931.*

A.D. 1931. Pudsey-Dewsbury via New Farnley Gildersome Morley Tingley
— and Woodkirk :

Enters Dewsbury at the borough boundary in Leeds Road
thence along Leeds Road crosses Wakefield Road Rishworth
Road and Railway Street.

Drighlington-Dewsbury via Birstall Batley and Staincliffe :

Enters Dewsbury at the borough boundary in Staincliffe
Road thence along Staincliffe Road Boothroyd Lane Moorlands
Road Willans Road Halifax Road Wellington Road and
Northgate.

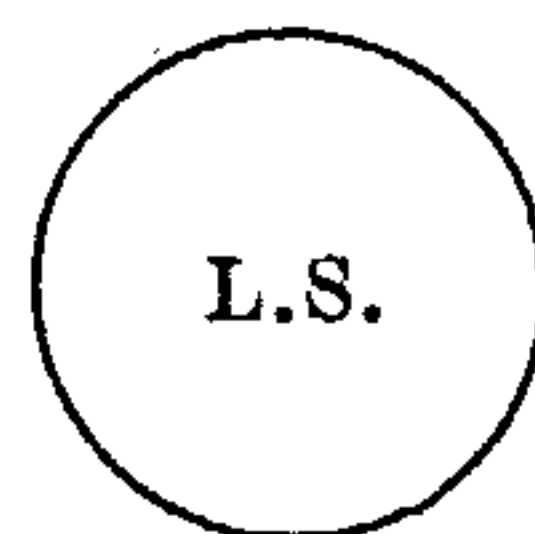
Shaw Cross-Dewsbury :

Commences in the borough at Shaw Cross Post Office
thence along Leeds Road High Street to the Batley boundary
whence it proceeds along High Street and Common Side (both in
the borough of Batley) and enters Dewsbury again and proceeds
along Common Side and Crackenedge Lane.

Shaw Cross-Batley :

Commences in the borough at Shaw Cross Post Office thence
along Leeds Road and High Street to the boundary.

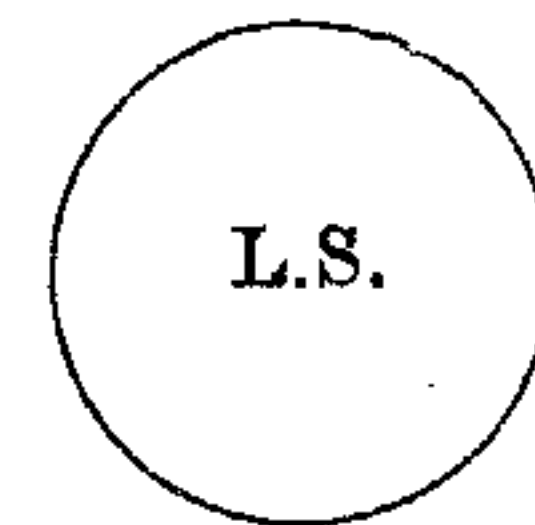
The common seal of the Yorkshire
(Woollen District) Electric Tramways
Limited was hereunto affixed in the
presence of }



P. M. ROSSDALE }
LEO. M. MYERS } Directors.

S. M. WRIGHT Secretary.

The common seal of the mayor
aldermen and burgesses of the
borough of Batley was hereunto
affixed in the presence of }



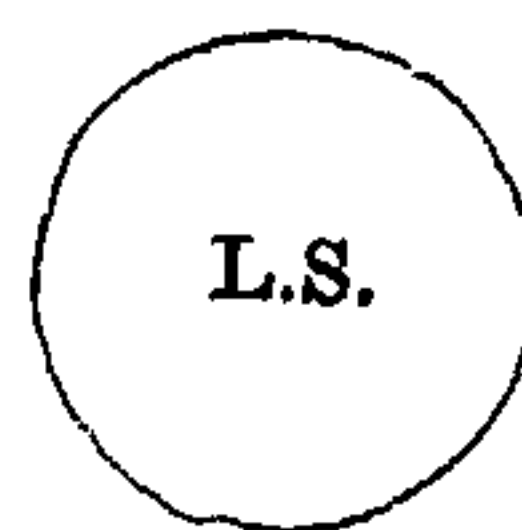
EDWIN BRUCE
Mayor.

THOS. E. CRAIK
Town clerk.

[21 & 22 GEO. 5.] *Yorkshire (Woollen
District) Transport Act, 1931.*

[Ch. lxii.]

The common seal of the mayor
aldermen and burgesses of the county
borough of Dewsbury was hereunto
affixed in the presence of }



A.D. 1931.
—

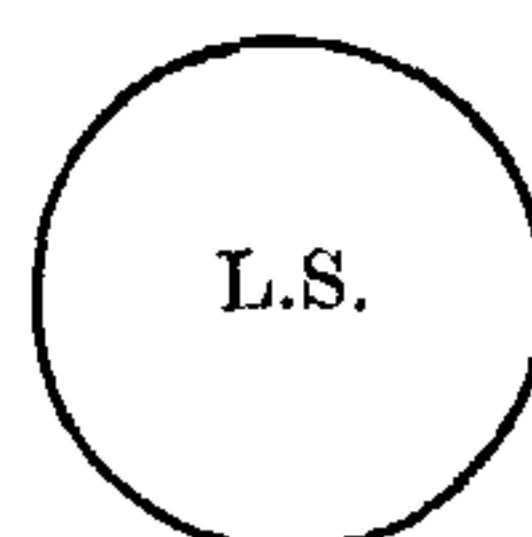
KITSON OLDROYD

Mayor.

HOLLAND BOOTH

Town clerk.

The common seal of the council for
the urban district of Birstall was
hereunto affixed in the presence of }



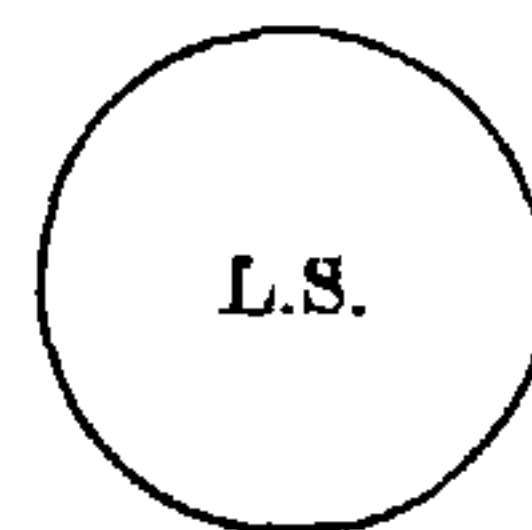
SPENCER BENSON

Chairman.

HORACE GRAY

Clerk.

The common seal of the council for
the urban district of Birkenshaw was
hereunto affixed in the presence of }



FREDERICK POWELL

Chairman.

NORMAN DUFTON

Clerk to the council.

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