

**CHAPTER xlvi.**

An Act to provide for the abandonment of the railways constructed under the powers of the Dearne District Light Railways Orders 1915 to 1924 and the running by the Yorkshire Traction Company Limited of services of stage carriages in substitution therefor and for other purposes.

A.D. 1933.

[18th July 1933.]

WHEREAS under powers conferred by the Dearne District Light Railways Orders 1915 to 1924 the urban district councils of Wombwell of Wath-upon-Deane of Bolton-upon-Deane and of Thurnscoe (hereinafter referred to as "the Councils") have constructed a system of railways now situate in the county borough of Barnsley the urban districts of Worsborough Wombwell Wath-upon-Deane Swinton Bolton-upon-Deane and Thurnscoe and the rural district of Rotherham all in the west riding of Yorkshire :

And whereas the railways so constructed by the Councils are situate on public roads except a portion of the railway No. 14 (authorised by the Dearne District Light Railways (Amendment) Order 1921) which is situate on lands belonging to the Councils and the railways are worked by means of electricity supplied on the overhead system :

And whereas the powers conferred on the Councils by the said Orders are exercised on behalf of the

A.D. 1933. Councils by a joint committee consisting of representatives of each of the Councils and appointed under section 4 of the Dearne District Light Railways Order 1915 :

And whereas the Yorkshire Traction Company Limited (hereinafter called "the Company") are working services of public service vehicles on routes within the said county borough and urban and rural districts and adjacent districts :

And whereas it will be of local and public advantage if services of stage carriages are provided by the Company in substitution for services of cars on the said railways of the Councils :

And whereas the Councils and the Company have entered into an agreement whereby it is provided that the Councils shall abandon the said railways and that the Company shall run such services of stage carriages as will adequately serve the needs of the routes of the said railways and of the further routes defined in the agreement as "the additional routes" and shall pay to the Councils part of the profits earned by such services of stage carriages and it is expedient that the said agreement be confirmed subject to an amendment (which agreement as amended by Parliament is set forth in the schedule to this Act) and that other provisions consequential on or ancillary to the carrying out of the agreement be enacted as in this Act contained :

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 :—

Short title.

1. This Act may be cited as the Dearne District Traction Act 1933.

2. In this Act unless the subject or context otherwise requires—

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Interpre-
tation.

“ The Company ” means the Yorkshire Traction Company Limited ;

“ The Councils ” means the urban district council of Wombwell the urban district council of Wath-upon-Dearne the urban district council of Bolton-upon-Dearne and the urban district council of Thurnscoe collectively ;

“ The scheduled agreement ” means the agreement made the twenty-fourth day of November nineteen hundred and thirty-two between the Councils of the one part and the Company of the other part as amended by Parliament and set forth in the schedule to this Act ;

“ The Order of 1915 ” “ the Order of 1921 ” and “ the Order of 1924 ” respectively mean the Dearne District Light Railways Order 1915 the Dearne District Light Railways (Amendment) Order 1921 and the Dearne District Light Railways (Amendment) Order 1924 ;

“ The existing Orders ” means the Order of 1915 the Order of 1921 and the Order of 1924 ;

“ The joint committee ” means the joint committee from time to time appointed by the Councils under section 4 of the Order of 1915 ;

“ The corporation ” means the mayor aldermen and burgesses of the county borough of Barnsley ;

“ The railways ” means the railways constructed under the powers of the existing Orders ;

“ The railway track section ” means the portion of the railway (No. 14) authorised by the Order of 1921 which is situate on lands in the urban district of Bolton-upon-Dearne belonging to the Councils and lying between a point in Wath Road two hundred and thirty yards or thereabouts eastwards from Dearne Road and a point in Station Road one hundred and twenty yards or thereabouts eastwards from

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Thurnscoe Road but does not include the crossing of that railway over Thurnscoe Road;

“The date of abandonment” means the thirtieth day of September nineteen hundred and thirty-three or such other date as may be agreed between the Company and the Councils under clause 13 of the scheduled agreement;

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

“Highway authority” in relation to any road has the meaning given to that expression by section 121 of the Road Traffic Act 1930 Provided that where a road passes over a bridge for which there is a bridge authority within the meaning of that section and the bridge authority is responsible for the maintenance of the portion of the road situate on the bridge and the immediate approaches thereto the expression “highway authority” in this Act shall in relation to that portion of the road mean the bridge authority;

“Authorised undertakers” means any authority company body or person authorised by Act of Parliament or Order having the force of an Act to supply electricity or gas in any area;

“The specified proportions” means the proportions in which the total amount of the money borrowed by the Councils for the purposes of the existing Orders was borrowed by each of the Councils respectively and being as regards each of the Councils the proportion which the population of the district of such Council according to the official census returns of nineteen hundred and twenty-one bore to the total populations of the districts of all of the Councils according to those returns.

CONFIRMATION OF SCHEDULED AGREEMENT
ABANDONMENT OF RAILWAYS.A.D. 1933.
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3. The scheduled agreement is hereby confirmed and made binding on the Company and the Councils and due effect shall be given thereto accordingly. Provided that notwithstanding anything in this section but subject to the provisions of subsection (1) of section 15 (For protection of Barnsley Corporation) of this Act all or any of the provisions of the scheduled agreement may be varied by an agreement made between the Councils and the Company. Except that no variation of the scheduled agreement extending the period of the duration thereof shall be made without the consent of the traffic commissioners for the Yorkshire traffic area and before the Councils or the Company apply to the commissioners for any such consent the Councils or the Company making the application shall give notice in writing thereof to the corporation and the corporation may (if they think fit) within one month from the receipt of the notice make representations in writing thereon to the commissioners and if they do so shall at the same time send to the Company and the Councils a copy of the representations and if any such representations be duly made the commissioners shall consider such representations before giving their consent to such variation.

Confirma-
tion of
scheduled
agreement.

4. The powers duties and obligations conferred or imposed on the Councils by this Act and by the scheduled agreement shall be exercised and performed by the joint committee.

Powers &c. of
Councils to be
exercised by
joint com-
mittee.

5. On the date of abandonment the Councils shall in pursuance of clause 2 of the scheduled agreement discontinue the working of the whole of the railways.

Abandon-
ment of
railways.

6.—(1) The following provisions of the Order of 1915 are hereby repealed:—

Repeal of
existing
Orders.

Subsection (5) of section 92;

Paragraph 3 of the Second Schedule to the
Order.

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(2) The following provisions of the existing Orders shall as from the date of abandonment become and be repealed:—

Order of 1915—

So much of section 3 as incorporates with the Order any provisions of the Railways Clauses Consolidation Act 1845 and of the Railways Clauses Act 1863 or as applies to the railways and undertaking authorised by the existing Orders sections 5 and 6 of the Regulation of Railways Act 1889 and sections 5 to 10 15 to 21 23 to 42 44 to 47 50 to 59 62 to 88 99 107 and 108 and the First Schedule.

Order of 1921—

Section 3 section 4 except subsections (7) to (10) thereof so much of section 5 as applies to the railways and works authorised by the Order and to the Councils any provisions of the Order of 1915 which are repealed by this subsection and sections 9 to 12 14 15 and 16.

Order of 1924—

Section 4 so much of section 6 as applies to the railway and works authorised by the Order and to the Councils any provisions of the Order of 1915 and the Order of 1921 which are repealed by this subsection and section 7.

(3) As from the date when the Councils have complied with their obligations under the four next succeeding sections of this Act the following further provisions of the existing Orders shall become and be repealed:—

Order of 1915—

Sections 11 12 13 43 48 49 60 and 61.

Order of 1921—

So much of section 5 as shall not have been previously repealed and section 13.

Order of 1924—

Subsections (1) (2) and (3) of section 5 and section 6.

(4) As from the date on which the joint committee shall become dissolved under section 25 (Continuance and dissolution of joint committee) of this Act all the provisions of the existing Orders not previously repealed shall become and be repealed.

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7.—(1) In this section—

Provisions
as to county
road rail-
ways.

The expression “the county council” means the county council of the west riding of Yorkshire;

The expression “the county road railways” means such parts of the railways as are constructed on any county road in the urban districts of Worsborough Wombwell Wath - upon - Dearne Swinton Bolton - upon - Dearne and Thurnscoe and the rural district of Rotherham including the roadway on any bridge over any river or stream and on the two bridges carrying the Rotherham and Wombwell county road over the Elsecar branch railway and the Dearne and Dove Canal respectively (on which last-mentioned bridges the railway constructed in lieu of the deviation railway and part of railway No. 4 authorised by the Order of 1915 are situate) and on the approaches to any such bridge as aforesaid and also includes so much of the road whereon any such part of the railways is laid as lies between the rails thereof and (where two lines of railway are situate in any road at a distance of not more than four feet from each other) 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 but does not include any part of the railways constructed on any bridge carrying a county road over a railway or canal or on the approaches to any such bridge other than the two said bridges carrying the Rotherham and Wombwell county road and the approaches to those bridges;

The expression “surfacing” includes macadam asphalte or any other kind of surfacing material.

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(2) Unless the Councils give to the county council prior notice in writing that some other date has been agreed between the Company and the Councils under clause 13 of the scheduled agreement the date of abandonment shall be the thirtieth day of September nineteen hundred and thirty-three.

(3) In consideration of the obligations undertaken by the county council under this section and of the indemnity by the county council to the Councils contained in subsection (6) hereof the Councils shall pay to the county council within three months from the date of abandonment the sum of eleven thousand five hundred pounds in satisfaction of the liability of the Councils under the existing Orders and the Acts incorporated therewith respectively and under this Act or any other Order or Act respecting—

(a) the taking up and removal of the rails sleepers surfacing and foundations of the county road railways and such portion of the equipment as is laid or situate under the county road railways; and

(b) the filling in and reinstatement of the surface of the road after such taking up and removal.

The said sum of eleven thousand five hundred pounds shall be a debt due from the Councils and shall be recoverable by the county council in any court of competent jurisdiction and on the application of the county council the court may determine that the amount payable by the Councils shall be recoverable from them individually in the specified proportions.

(4) The county council may at any time after the receipt by them of the said sum of eleven thousand five hundred pounds take up and remove the rails sleepers and surfacing of the county road railways and so much of the equipment as is situate under the county road railways all of which shall become the property of the county council. Such taking up and removal shall be carried out in sections of such extent as the county council may determine having regard to the circumstances of each road and the work so determined upon shall be proceeded with with all reasonable dispatch.

(5) The county council shall immediately after or at their option contemporaneously with the taking up and removal of any such rails sleepers surfacing and equipment as is mentioned in subsection (4) hereof proceed to reinstate and reconstruct the portion of the road from which such rails sleepers surfacing and equipment have been so taken up and removed and such reinstatement and reconstruction shall be proceeded with and completed with all reasonable dispatch. A.D. 1933.

(6) From and after the payment by the Councils to the county council of the aforesaid sum the county council shall indemnify the Councils against all obligations and liabilities relating to the county road railways and the rails sleepers surfacing and foundations thereof and so much of the equipment thereof as is situate under the county road railways (whether such obligations and liabilities arise under the existing Orders or any Act incorporated therewith or this Act or otherwise) and against all actions proceedings claims and demands (other than such as could have been taken or made before the date of the said payment) in respect of or arising from any such obligation or liability and against all actions proceedings claims and demands in respect of the taking up or removal of the rails sleepers surfacing and equipment aforesaid or the reinstatement and reconstruction of any roads affected by such taking up or removal or any failure by the county council to carry out any work which the county council are authorised or required by this section to carry out.

(7) Any difference arising under this section between the Councils or any of them and the county council shall be referred to and determined by a single arbitrator to be appointed (failing agreement) on the application of either party (after notice in writing to the other or others of them) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall otherwise apply to any such arbitration.

(8) The provisions of this section shall have effect with respect to so much of the county road railways as is situate in the urban district of Wombwell notwithstanding that the urban district council of Wombwell have claimed under section 32 of the Local Government

A.D. 1933. Act 1929 to exercise the functions of repair and maintenance of the county roads within their district.

Provisions
as to Barns-
ley railways.

8.—(1) In this section—

“the Barnsley railways” means so much of the railways as is situate in the county borough of Barnsley;

“the existing agreement” means the agreement dated the twenty-fourth day of September nineteen hundred and twenty-three between the Councils acting by the joint committee of the one part and the corporation of the other part;

“the specified equipment” means all equipment as defined in section 2 (Interpretation) of this Act which is situate in the county borough of Barnsley except overhead wires and overhead cables and also includes the underground mains cables wires works and apparatus laid by the Councils under clause 4 of the existing agreement between the generating station of the corporation and the feeder point on railway No. 1 authorised by the Order of 1915 and the three section-boxes situate on railway No. 1 and railway No. 2 authorised by that Order.

(2) In consideration of the obligations undertaken by the corporation under this section and of the indemnity by the corporation to the Councils contained in the next succeeding subsection the Councils shall pay to the corporation within three months from the date of abandonment the sum of four thousand three hundred pounds in satisfaction of the liability of the Councils under the existing Orders and the Acts incorporated therewith respectively and under this Act or any other Order or Act or under the existing agreement respecting—

(a) the taking up and removal of the rails sleepers surfacing and foundations of the Barnsley railways and the specified equipment; and

(b) the filling in and reinstatement of the surface of the road after such taking up and removal.

If the said sum be not paid within three months after the date of abandonment the Councils shall pay

to the corporation interest at the rate of five per centum per annum on the said sum or so much thereof as from time to time shall be unpaid calculated from the end of the said three months until the date of actual payment.

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(3) On the date of the payment of the said sum of four thousand three hundred pounds the rails sleepers surfacing and foundations of the Barnsley railways and the specified equipment shall vest in the corporation and from and after such payment the corporation shall indemnify the Councils against all obligations and liabilities relating to the Barnsley railways and the rails sleepers surfacing and foundations thereof and the specified equipment (whether such obligations and liabilities arise under the existing Orders or any Act incorporated therewith or this Act or otherwise) and against all actions proceedings claims and demands in respect of or arising from any such obligation or liability or in respect of or arising from the taking up or removal of the rails sleepers surfacing and foundations aforesaid and the specified equipment or the reinstatement and reconstruction of any roads affected by such taking up or removal or any failure by the corporation to carry out any work which the corporation are authorised or required by this section to carry out.

(4) (a) The corporation shall—

- (i) between the date of abandonment and the expiration of a period of twelve months after the receipt by them of the said sum take up the rails sleepers and surfacing of the Barnsley railways with the exception of so much of those railways as is situate on the route of railway No. 1 authorised by the Order of 1915; and
- (ii) take up the rails and surfacing of so much of the Barnsley railways as is situate on the route of the said railway No. 1 so soon as it shall be reasonably necessary (having regard to modern standards of traffic) to reconstruct or substantially to repair the carriageway of that length of road and in any event within five years after the date of abandonment.

(b) The corporation may also take up and remove at any time after the date of abandonment or may

A.D. 1933. — leave in position the foundations of the Barnsley railways and the specified equipment or any part or parts thereof respectively and may use for the purposes of street lighting or traffic signals any part of the specified equipment not taken up and removed.

(5) The corporation shall immediately after or at their option contemporaneously with the taking up and removal of any such rails sleepers surfacing foundations and equipment as is mentioned in subsection (4) hereof and as the corporation take up and remove (either voluntarily or in pursuance of the obligation imposed upon them by that subsection) proceed to reinstate and reconstruct the portion of the road from which such rails sleepers surfacing foundations and equipment have been so taken up and removed and such reinstatement and reconstruction shall be proceeded with and completed with all reasonable dispatch.

(6) The Councils shall at their own expense and within such period after the date of abandonment as the corporation may require and under the superintendence of the corporation (if given) remove the overhead wires and overhead cables forming part of the equipment as defined in section 2 (Interpretation) of this Act and situate in the county borough of Barnsley and if for such purpose the Councils break up any highway they shall with all convenient speed after such breaking up restore and make good to the reasonable satisfaction of the corporation the surface of the portion of the highway so broken up by them. Provided that if within one month after having been required so to do by the corporation the Councils fail to remove the said overhead wires and cables and to restore and make good the surface of the portion of the highway as aforesaid the corporation shall be entitled themselves to do the works and things necessary for complying with the said obligation of the Councils and the cost reasonably incurred by the corporation in so doing shall be repaid to them by the Councils on demand.

(7) Any difference arising under this section between the Councils or any of them and the corporation shall be referred to and determined by a single arbitrator to be appointed (failing agreement) on the application of either party (after notice in writing to the other or others of them) by the President of the Institution of

Civil Engineers and the provisions of the Arbitration Act 1889 shall otherwise apply to any such arbitration. A.D. 1933. —

9.—(1) In this section the expression “ the district road railways ” means such parts of the railways as are constructed on any road (not being a county road) in the urban districts of Worsborough Wombwell Wath-upon-Dearne Swinton Bolton-upon-Dearne and Thurnscoe and includes any part of the railways constructed on a bridge carrying any such road over a railway or canal and on the approaches to any such bridge notwithstanding that the roadway on such bridge or approaches is repairable by the owners of the bridge.

Provisions
as to dis-
trict road
railways and
railways on
certain
bridges.

(2) Subject to the provisions of subsection (6) of this section and except as may be otherwise agreed between the Councils and the highway authorities concerned or any of them under section 11 (Agreements with highway authorities) of this Act the Councils shall within one year from the date of abandonment or within such longer period as may be agreed between the Councils and the highway authority concerned take up and remove the rails sleepers and surfacing of the district road railways.

(3) Except as may be otherwise agreed between the Councils and any highway authority in pursuance of the said section of this Act the Councils shall as and when any part of the district road railways is 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 disturbed by such taking up and removal and clear away all surplus metalling or other materials or rubbish occasioned by such work and in the meantime cause the place where the carriageway is opened or broken up to be fenced and watched and properly lighted at night.

(4) Subject to the provisions of subsection (6) of this section if the Councils fail to comply with their obligations under subsection (2) of this section within the period of one year 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 subsection (3) of this section within the period of one

A.D. 1933. — month after the taking up of any part of the district road railways the highway authority may at any time after such respective periods themselves do the works and things necessary for complying with such obligations and may recover from the Councils the cost reasonably incurred by them in so doing.

(5) The Councils may sell or otherwise dispose of any rails sleepers and surfacing taken up and removed by them under subsection (2) of this section.

(6) Notwithstanding anything in the foregoing provisions of this section the Councils may with the approval of the highway authority concerned leave in position and sell to the highway authority all or any part of the rails sleepers and surfacing of the district road railways.

(7) If any rails sleepers or surfacing of the district road railways is sold to any highway authority under subsection (6) of this section then as from the date of such sale any and every obligation or liability imposed on the Councils or the joint committee by the existing Orders or this Act or any other Order or Act with respect to the maintenance of or the taking up and removal of or otherwise relating to such rails sleepers and surfacing shall cease and the provisions of the existing Orders and of the Acts incorporated with those Orders shall cease to apply to such rails sleepers and surfacing.

(8) If any difference shall arise under subsection (3) or subsection (4) of this section between the Councils and any highway authority the difference shall on the application of any party thereto be referred to and determined by the Minister of Transport whose decision shall be final.

(9) The foregoing provisions of this section shall also apply to so much of the county road railways (as defined in section 7 (Provisions as to county road railways) of this Act) as is situate on any road carried by a bridge over any railway or canal or on the approaches to any such bridge other than the two bridges carrying the Rotherham and Wombwell county road as described in the said section 7 of this Act and the approaches to those bridges.

10.—(1) The provisions of this section shall extend and apply to all and any equipment forming part of or provided and used in connection with the railways except—

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Provisions
as to certain
equipment. }

- (i) equipment situate under the county road railways (as defined in section 7 (Provisions as to county road railways) of this Act);
- (ii) equipment situate in the county borough of Barnsley; and
- (iii) equipment situate on the land forming the site of the railway track section.

(2) (a) The Councils may if they obtain the approval of the highway authority concerned within one year from the date of abandonment leave in position and sell to any local authority any equipment situate in the district of such local authority and required by them for purposes of street lighting or traffic signals.

(b) The Councils may also at any time within one year from the date of abandonment enter into and carry into effect agreements with any authorised undertakers in whose area of supply any 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 equipment suitable for the purposes of the undertaking of those undertakers and on the execution of any such agreement the equipment comprised therein shall vest in the authorised undertakers as part of their undertaking subject nevertheless to the provisions of any Act or Order which would have applied to such equipment if it had been laid or placed by the authorised undertakers.

(3) Except as may be otherwise agreed between the Councils and any highway authority under section 11 (Agreements with highway authorities) of this Act the Councils—

- (a) shall within one year from the date of abandonment or within such longer period as may be agreed between the Councils and the highway authority concerned take up and remove all of the equipment except such portion thereof

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as is sold to any local authority or authorised undertakers under the last preceding subsection or is situate underground; and

- (b) may within the said period of one year or such longer period as aforesaid take up and remove any part of the equipment which is situate underground.

The Councils may sell or otherwise dispose of any equipment taken up and removed by them under this subsection.

(4) Except as may be otherwise agreed between the Councils and any highway authority under the said section of this Act the Councils shall as and when any equipment is taken up and removed by them under the last preceding subsection 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 and clear away all 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.

(5) If the Councils fail to comply with their obligations under paragraph (a) of subsection (3) of this section within the period of one year 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 subsection (4) of this section within the period of one month after the taking up of any equipment the highway authority may at any time after such respective periods themselves do the works and things necessary for complying with such obligations and may recover from the Councils the costs reasonably incurred by them in so doing.

- (6) (i) If any equipment be sold to any highway authority or authorised undertakers under the provisions of subsection (3) of this section then as from the date of such sale; or

(ii) If any part of the equipment which is situate underground be not taken up and

removed by the Councils under the provisions of paragraph (b) of subsection (3) within the period of one year or longer period mentioned in that paragraph then as from the end of that period or longer period (as the case may be)

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any and every obligation or liability imposed on the Councils or the joint committee by the existing Orders or this Act or any other Order or Act with respect to the maintenance of or the taking up and removal of or otherwise relating to such equipment shall cease and the provisions of the existing Orders and of the Acts incorporated with those Orders shall cease to apply to such equipment.

(7) If any difference shall arise between the Councils and any highway authority under subsection (2) (b) of this section as to whether any approval of any highway authority has been unreasonably withheld or under subsections (4) or (5) of this section the difference shall on the application of any party thereto be referred to and determined by the Minister of Transport whose decision shall be final.

11. The Councils on the one hand and the highway authorities or any of them on the other hand may enter into and carry into effect agreements for and with respect to the removal or non-removal of the railways and the rails sleepers and surfacing thereof and the equipment or any part thereof respectively and the reinstatement of the carriageway or footpath in which any such railway or equipment is situate and for and with respect to any other of the purposes or provisions of the four last preceding sections of this Act.

Agreements
with high-
way autho-
rities.

12.—(1) (a) The agreement dated the twenty-fourth day of September nineteen hundred and twenty-three between the Councils acting by the joint committee of the one part and the corporation of the other part shall as from the date of abandonment become and be by virtue of this Act cancelled and annulled.

Cancellation
of certain
agreements.

(b) The minimum sum to be paid by the joint committee to the corporation under clause 8 of the said agreement in respect of the year in which the date of abandonment occurs shall be the sum which bears to five hundred pounds the same proportion as the period from the commencement of that year to the date of

A.D. 1933. abandonment bears to a whole year In this paragraph
— “year” means a period of twelve months commencing
on the first day of July next preceding the date of
abandonment.

(c) Within three months after the date of abandonment the Councils shall pay to the corporation (in addition to any sums payable by the Councils to the corporation under the said agreement whether in respect of electricity supplied or of the minimum sum referred to in paragraph (b) of this subsection or of any other matters thereunder) the sum of two thousand two hundred and fifty pounds which sum shall be accepted by the corporation in full satisfaction of all claims and demands upon the part of the corporation against the Councils in respect of the cancellation and annulment of the said agreement. If the said sum be not paid within three months after the date of abandonment the Councils shall pay to the corporation interest at the rate of five per centum per annum on the said sum or so much thereof as from time to time shall be unpaid calculated from the end of the said three months until the date of actual payment.

(2) (a) Subject as hereinafter provided the agreement dated the thirty-first day of December nineteen hundred and twenty-three between the Yorkshire Electric Power Company (in this section referred to as “the power company”) of the one part and the Councils acting by the joint committee of the other part (in this subsection referred to as “the 1923 agreement”) and the agreement dated the nineteenth day of November nineteen hundred and twenty-nine between the power company of the one part and the Councils acting by the joint committee of the other part shall as from the date of abandonment become and be by virtue of this Act cancelled and annulled but notwithstanding the cancellation and annulment of the 1923 agreement the power company shall subject to the provisions of paragraph (b) of this subsection be entitled to recover from the joint committee all charges accrued and payable to the power company up to the date of abandonment in accordance with the terms of the 1923 agreement and the conditions of supply annexed thereto and any additional sum payable in accordance with condition 8 of the said conditions in the event referred to in that condition.

(b) For the purpose of determining the minimum sum to be paid by the joint committee to the power company under the 1923 agreement in respect of the year in which the date of abandonment occurs clause 3 of the 1923 agreement shall be deemed in that year to have effect as if the minimum sum therein mentioned were the sum which bears to sixteen hundred pounds the same proportion as the period from the first day of January to the date of abandonment bears to a whole year. Provided that proviso (b) to the said clause 3 shall continue to have effect until the date of abandonment as if the minimum sum therein mentioned were the sum of sixteen hundred pounds.

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(c) The Councils may if they think fit at any time within twelve months from the date of abandonment take up and remove and may sell or otherwise dispose of any buildings and works provided by them or the joint committee in pursuance of conditions 4 and 5 of the conditions of supply annexed to the 1923 agreement.

(d) If in the exercise of the powers conferred on the Councils by paragraph (c) of this subsection the Councils break open any highway they shall with all convenient speed after such breaking up restore and make good to the reasonable satisfaction of the highway authority the surface of the portion of the highway so broken up by them.

13. At any time between the date of abandonment and the expiry of the scheduled agreement the Councils may (as and when they think fit) do all or any of the following things:—

Provisions
as to railway
track
section.

- (i) take up and remove the railway track section and the rails sleepers equipment and other works belonging to them and situate on the lands forming the site of the railway track section;
- (ii) appropriate and use for the purpose of any of their powers or duties or sell or otherwise dispose of any works so taken up and removed; and
- (iii) sell or otherwise dispose of the said lands free from the provisions of the Lands Clauses Acts relating to superfluous lands and with or without the said rails sleepers equipment and

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other works to such persons for such price and on and subject to such terms and conditions or otherwise as they may think fit :

Provided that nothing in this section shall affect or authorise anything to the prejudice of any covenant restriction or trust relating to the said lands or any of them.

Councils to
sell other
lands &c.

14. The Councils may and shall before the expiry of the scheduled agreement absolutely sell and dispose of all lands houses and other buildings and property belonging to them as part of the undertaking authorised by the existing Orders and not being the rails sleepers surfacing and foundations of the railways or the equipment and every such sale and disposition may be made to such persons at such price and on and subject to such terms and conditions as the Councils may think fit.

For protec-
tion of
Barnsley
Corpora-
tion.

15. For the protection of the corporation the following provisions shall notwithstanding anything in this Act or in the scheduled agreement have effect :—

- (1) The date of abandonment shall not except with the consent of the corporation be later than the thirtieth day of September nineteen hundred and thirty-four and the Councils shall give to the corporation not less than one month's previous notice of the date on which they will abandon or discontinue the railways :
- (2) For removing doubts it is hereby declared that nothing in this Act or in the scheduled agreement shall prejudice or affect any of the powers and rights of the corporation under any enactment existing at the passing of this Act with respect to—

(a) the making of representations to the traffic commissioners for the Yorkshire traffic area relating to the granting of any road service licence applied for by the Company under the Road Traffic Act 1930 ; or

(b) the fixing of stations and stopping places for public service vehicles and the manner of using the same ; or

(c) otherwise relating to the regulation and control of road traffic.

16. For the further protection of the corporation the following provisions shall unless otherwise agreed in writing between the Councils and the corporation apply and have effect notwithstanding any other provision of this Act :—

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—
For further
protection
of Barnsley
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 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 water undertaking or of their electricity undertaking (as the case may be) in relation to the Barnsley railways 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 Barnsley railways 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 water undertaking of the corporation or to any electrical apparatus of the corporation by reason of the taking up or removal by the Councils of any of the Barnsley railways or any part thereof or the execution by the Councils of any works for or in connection with such taking up or removal or for or in connection with the restoration by the Councils of the portion of the roads upon which the railways taken up were laid the Councils shall bear and on demand repay to the corpora-

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tion 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 Councils 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 Councils 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 Councils and the corporation 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 :
- (7) In this section the expression " the Barnsley railways " has the same meaning as in section 8 (Provisions as to Barnsley railways) of this Act.

For protec-
tion of
certain
railway
companies.

17. The following provisions for the protection of the London Midland and Scottish Railway Company the London and North Eastern Railway Company and the Midland and North Eastern Joint Committee (each of whom is in this section referred to as " the railway company ") shall unless otherwise agreed in writing

between the Councils and the railway company apply and have effect :— A.D. 1933.

- (1) If the Councils under the foregoing provisions of this Act remove any rails sleepers surfacing 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 Councils 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 Councils 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 Councils :
- (3) Any difference which may arise between the Councils 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.

18. For the protection of the Sheffield and South Yorkshire Navigation Company (in this section referred to as "the navigation company") the following provisions shall unless otherwise agreed in writing between the navigation company on the one hand and the Councils or the Company (as the case may be) on the other hand have effect (that is to say) :—

For protection of Sheffield and South Yorkshire Navigation Company.

- (1) If pursuant to clause 13 of the scheduled agreement it shall be agreed between the Councils and the Company that the day on

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- which the Councils shall discontinue the working of the railways shall be some day other than the thirtieth day of September nineteen hundred and thirty-three the Councils shall forthwith after such agreement shall have been made inform the navigation company in writing of the substituted day so agreed :
- (2) Neither the Councils nor any highway authority with whom they may enter into an agreement pursuant to section 11 (Agreements with highway authorities) of this Act shall take up remove or interfere with any girder placed by the Councils or by the joint committee in any bridge (which word where used in this section includes the approaches or approach to a bridge on both sides or either side thereof) belonging to or repairable by or at the expense of the navigation company (each of which bridges is in this section referred to as a "navigation bridge") :
- (3) If by reason or in consequence of the taking up and removal of the rails sleepers surfacing and equipment (or any of them) of the railways the structure of any navigation bridge shall be damaged or injuriously affected the Councils shall bear and on demand repay to the navigation company the cost reasonably incurred by them in repairing and making good such structure to the extent to which it shall have been so damaged or affected :
- (4) Notwithstanding anything in the foregoing provisions of this Act the Councils shall forthwith after taking up and removing from any navigation bridge in relation to which the navigation company are the highway authority any rails sleepers surfacing or equipment fill in the ground and to the reasonable satisfaction of the navigation company make good the surface of and restore the portion of the carriageway or footpath of such bridge disturbed by such taking up and removal :
- (5) (a) The taking up and removal of rails sleepers surfacing or equipment from any such navigation bridge as is referred to in subsection (4) hereof and the making good and restoration

of the carriageway and footpath on any such bridge and the execution under the provisions of this Act of any other works affecting any such bridge (including any such works as the Councils may be required under the provisions of this section to execute) shall be carried out to the reasonable satisfaction and in accordance with the reasonable directions of the navigation company and under their superintendence if (after reasonable notice from the Councils of the intended date of the execution of any works) they shall choose to attend and the Councils shall on demand repay to the navigation company any expenses reasonably incurred by the navigation company in connection with such superintendence;

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—

(b) The navigation company may where it is reasonably necessary for them so to do employ watchmen or inspectors to watch the execution of any such works as aforesaid for the purpose of preventing any unnecessary interference with the property of the navigation company and any interruption of the traffic on the navigation of the navigation company or any injury to persons or vessels using that navigation and the Councils shall on demand repay to the navigation company the reasonable expenses of such employment :

- (6) Notwithstanding any other provision of this Act the Councils shall be deemed to be responsible for all accidents or damage which may occur during the period between the date of abandonment and the date of the completion by the Councils of the making good and restoration of the carriageway or footpath on any such navigation bridge as is referred to in subsection (4) hereof from which any of the rails sleepers surfacing or equipment of the railways are taken up and removed under the provisions of this Act by reason or in consequence of any omission to maintain or repair the rails sleepers surfacing or equipment of any part of the railways constructed on such bridge and the

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Councils shall indemnify the navigation company against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the navigation company by reason or in consequence of any such accident or damage as aforesaid :

- (7) Any difference which may arise between the navigation company and the Councils under the provisions of this section shall be referred to an arbitrator to be agreed upon between the parties in difference 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.

For protec-
tion of
Yorkshire
Electric
Power Com-
pany and
Electrical
Distribution
of Yorkshire
Limited.

19. 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 Councils and the undertakers apply and have effect :—

- (1) If pursuant to clause 13 of the scheduled agreement it shall be agreed between the Councils and the Company that the day on which the Councils shall discontinue the working of the railways shall be some day other than the thirtieth day of September nineteen hundred and thirty-three the Councils shall forthwith after such agreement shall have been made inform the undertakers in writing of the substituted day so agreed :
- (2) 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 : A.D. 1933.
—

- (3) The provisions of any existing enactment which at the passing of this Act enure for the protection of the undertakers in relation to the railways or any part thereof shall continue in force and enure for the protection of the undertakers in relation to each part of the railways until the date when the taking up and removal of that part shall be commenced :
- (4) If any injury shall be caused to any apparatus of the undertakers by reason of the taking up or removal of any of the railways or any part thereof or of the rails sleepers surfacing or equipment thereof or the execution by any of the Councils or any highway authority of any works for or in 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 Councils or highway authority taking up or removing such railways 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 :
- (5) 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 Councils 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 :

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- (6) If any interruption in the supply of electricity in or through any apparatus of the undertakers is caused by any such operations as aforesaid the Councils or highway authority carrying out such operations shall be liable to a penalty not exceeding twenty pounds for every day on which such supply be so interrupted :
- (7) Any difference which may arise between the undertakers and any of the Councils 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.

FINANCIAL PROVISIONS AFFECTING THE COUNCILS.

Application
of capital
money.

20. All money of the nature of capital money received by the Councils after the date of abandonment under the provisions of the existing Orders and this Act including all money received by them from the sale of any lands buildings rails sleepers surfacing equipment and other works under the provisions of this Act shall be applied first in defraying any payments to be made and expenses incurred by the Councils under the foregoing provisions of this Act and subject thereto shall be applied in accordance with the provisions of section 100 (Application of capital moneys) of the Order of 1915.

Application
of revenue.

21.—(1) All money received by the Councils in respect of any year (as hereinafter defined) under the existing Orders and this Act and the scheduled agreement (including any penalties recovered) and not being money to which the provisions of the last preceding section of this Act applies shall be applied as follows :—

First In payment of the establishment expenses of the joint committee attributable to that

year including all costs expenses penalties and damages incurred or payable by them consequent on any proceedings by or against the officers or servants of the joint committee or of the Councils in relation to the existing Orders and this Act; A.D. 1933.
—

Secondly In defraying the payments to be made and expenses incurred by the Councils during that year under the foregoing provisions of this Act so far as those expenses cannot be defrayed under the provisions of the last preceding section of this Act;

Thirdly. In payment of any other expenses payable by the joint committee or by the Councils in respect of that year under the provisions of the existing Orders and this Act; and

Fourthly In providing for the repayment to each of the Councils of the sums respectively paid or payable by them in respect of that year as instalments of principal and interest or as payments to a sinking fund in respect of the moneys borrowed by them under the existing Orders Provided that if the money so received by the Councils in any year is insufficient for this purpose the repayments to each of the Councils shall be in proportion to the specified proportions.

(2) The surplus in any year of the money to which subsection (1) of this section applies which remains after making the payments mentioned in that subsection shall be carried to the credit of the respective general rate funds of the Councils in the specified proportions.

(3) In this section "year" means a period of twelve months commencing on the first day of April nineteen hundred and thirty-three or any subsequent first day of April during the continuance of the scheduled agreement.

(4) Section 99 (Application of revenue) of the Order of 1915 shall not apply to any money received by the Councils in respect of any year as defined in this section.

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Apportion-
ment of
deficiency in
net revenue
of joint
committee.

22. The provisions of section 98 (Apportionment of deficiency in net revenue of joint committee) of the Order of 1915 shall continue to apply to the joint committee and each of the Councils after the date of abandonment as though that section were re-enacted in this Act with the substitution of the expression "the specified proportions" for the expression "the agreed proportions" and of the expressions "general rate funds" and "general rates" for the expressions "district funds" and "district rates."

Security for
moneys
borrowed by
Councils.

23. After the date of abandonment all moneys borrowed by any one of the Councils under the powers of the existing Orders shall become and be by virtue of this Act charged on any revenue payable to such Council under the provisions of section 21 (Application of revenue) of this Act in lieu of on their proportion of the revenues of the undertaking authorised by the existing Orders but in addition to any existing collateral security for such moneys.

Return to
Minister of
Health with
respect to
repayment
of debt.

24.—(1) The clerk of the district of each of the Councils shall if and when he is requested by the Minister of Health so to do send to that Minister a return showing the provision made for the repayment of any loans raised by that Council under any of the powers of the existing Orders.

(2) The return shall show such particulars and shall be made up to such date and in such form as the Minister of Health may require and shall if so required by him be verified by statutory declaration of the clerk or other the chief accountancy officer of the Council and shall be sent within one month after the making of the request and in the event of his failing to make such return the clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by the Minister in a court of summary jurisdiction and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of mandamus to be obtained by the Minister out of the High Court.

(3) If it appears to the Minister of Health by such a return as aforesaid or otherwise that the Council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required

to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by any enactment relating to the statutory borrowing power or by the Minister in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund to any purposes other than those authorised the Minister may by order direct that the sum in such order mentioned not exceeding the amount in respect of which default has been made shall be paid or applied in the manner and by the date in such order mentioned and the Council shall notify the Minister as soon as the order is complied with and any such order shall be enforceable by writ of mandamus to be obtained by the Minister out of the High Court.

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MISCELLANEOUS.

25.—(1) After the passing of this Act the constitution of the joint committee shall cease to be subject to adjustment or alteration under subsection (4) of section 4 (Appointment of joint committee) of the Order of 1915 and shall continue to consist of fifteen members appointed in manner mentioned in subsection (2) of that section 4.

Continuance and dissolution of joint committee.

(2) When on the application of the joint committee made at any time after the date of expiry of the scheduled agreement the Minister of Transport is satisfied that the joint committee have duly carried out and fulfilled on behalf of the Councils all powers duties and obligations conferred or imposed on the Councils by this Act and have sold or otherwise disposed of all lands buildings and other property belonging to the Councils for the purposes of or as part of the undertaking authorised by the existing Orders the said Minister may by order declare that the joint committee shall be dissolved and if any such order be made the joint committee shall as from the date of the order become and be dissolved.

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 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

Saving for traffic commissioners.

A.D. 1933. — Company to fulfil any duty or obligation placed upon them by this Act or the scheduled agreement.

Inquiries by
Minister of
Transport.

27. In respect of the exercise of any powers or duties conferred or imposed on the Minister of Transport 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 of Transport 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 regis-
tered.

28.—(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.

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

Costs of Act.

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

The SCHEDULE referred to in the
foregoing Act.

A.D. 1933.

THIS AGREEMENT made the twenty-fourth day of November one thousand nine hundred and thirty-two between THE URBAN DISTRICT COUNCIL OF WOMBWELL THE URBAN DISTRICT COUNCIL OF WATH-UPON-DEARNE THE URBAN DISTRICT COUNCIL OF BOLTON-UPON-DEARNE and THE URBAN DISTRICT COUNCIL OF THURNSCOE (hereinafter called "the Councils") of the one part and the YORKSHIRE TRACTION COMPANY LIMITED whose registered office is situate at 88 Kingsway in the county of London (hereinafter called "the Company") of the other part.

WHEREAS by the Dearne District Light Railways Order 1915 the Dearne District Light Railways (Amendment) Order 1921 and the Dearne District Light Railways (Amendment) Order 1924 the Councils were authorised to construct a system of light railways in the county borough of Barnsley the urban district of Ardsley (now situate in the said county borough) the urban districts of Worsborough Wombwell Wath-upon-Dearne Swinton Bolton-upon-Dearne and Thurnscoe and the rural districts of Rotherham and Doncaster all in the west riding of the county of York and to exercise other powers :

And whereas the Councils have constructed the light railways so authorised except the railways Nos. 18 19 and 19A and part of the railway No. 11 which by the said Orders of 1921 and 1924 it was provided should be abandoned the railways Nos. 12A and 18A the time for completion of which has expired and the railways Nos. 8 and 10 and part of the railway No. 1 the time for the completion of which has been from time to time extended by Orders of the Board of Trade or of the Minister of Transport and under the last of those Orders will expire on the 24th day of June 1933 :

And whereas the powers conferred on the Councils by the said Orders of 1915 1921 and 1924 (except the power of borrowing money and all powers in respect thereof and of making any rate) are exercised on behalf of the Councils by a joint committee consisting of representatives of each of the Councils and appointed under section 4 of the said Order of 1915 :

And whereas pursuant to powers in that behalf conferred by the said Orders of 1915 and 1921 the Councils have severally and

A.D. 1933. individually from time to time borrowed for the purposes of the said Orders of 1915 1921 and 1924 and in the agreed proportions as defined by section 89 of the said Order of 1915 sums amounting in the aggregate to £298,200 :

And whereas the Councils are severally required by section 91 of the said Order of 1915 to pay off all money so borrowed by them respectively within certain periods the last of which will expire on the 4th day of May 1966 and in pursuance of that requirement the Councils have severally paid off or made provision by means of a sinking fund for the payment off of sums which on the 31st day of March 1932 amounted together in the aggregate to £27,452 4s. 6d. :

And whereas the Company are working services of omnibuses on routes within the aforementioned county borough and urban and rural districts and adjacent districts :

Now this deed witnesseth and it is hereby agreed and declared by and between the Councils on the one hand and the Company on the other hand as follows :—

1. In this agreement unless the context otherwise requires the following expressions have the meanings herein mentioned :—

“ The joint committee ” has the same meaning as in the said Order of 1915 ;

“ Stage carriage ” means any vehicle however propelled or drawn carrying passengers for hire or reward at separate fares (any or all of which are less than one shilling for a single journey or such greater sum as may be prescribed by regulation made by the Minister of Transport under the Road Traffic Act 1930 or any statutory modification or re-enactment thereof with respect to stage carriages as defined in that Act) stage by stage and stopping to pick up or set down passengers along the line of route ;

“ The railways ” means the railways constructed under the powers of the said Orders of 1915 1921 and 1924 ;

“ The railway track section ” means the portion of the railway No. 14 authorised by the said Order of 1921 which is situate on land in the urban district of Bolton-upon-Deerne extending from a point in Wath Road 230 yards or thereabouts eastwards from Dearne Road to a point in Station Road 120 yards or thereabouts eastwards from Thurnscoe Road ;

“ The excepted route ” means the route of the railway track section and the portion of Station Road (Bolton-upon-Deerne) which is situate between the northern end of the railway track section and Furlong Road ;

“ The substituted route ” means the route extending from the southern end of the railway track section along Wath

Road to and along High Street (Bolton-upon-Dearne) A.D. 1933.
Angel Street and Station Road to Furlong Road; —

“ The additional routes ” means—

(1) Any route between the western terminal of the railway No. 1 authorised by the Order of 1915 and any of the existing omnibus stances in Eldon Street and Kendray Street in the county borough of Barnsley or any omnibus stance or station to be provided in that borough in substitution for those existing stances or any of them;

(2) The route extending from the Brampton Bull's Head Hotel (Brampton Bierlow) along Pontefract Lane Hollow Gate and Barnsley Road to Melton Road (West Melton);

(3) Houghton Road (Thurnscoe) from Chapel Street to Clayton Lane;

(4) Station Road and Lidget Lane (Thurnscoe) from Shepherd Lane to Coronation Street;

(5) Windsor Street (Thurnscoe) from Lidget Lane to the Fairway Hotel;

(6) Common Road and High Street (Thurnscoe) from Houghton Road to Thurnscoe Bridge Lane;

“ The prescribed routes ” means (subject to the provisions of clause 12 of this agreement)—

(a) the routes of the railways except the excepted route;

(b) the substituted route; and

(c) the additional routes;

“ The prescribed services ” means the services of stage carriages from time to time operated by the Company solely over or partly over and partly beyond the prescribed routes in pursuance of clause 3 of this agreement except any service operated at any time over the additional route No. 1 or any part thereof but not over any part of the routes of the railways;

“ The date of abandonment ” means (subject to the provisions of clause 13 of this agreement) the 30th day of September 1933;

“ Year of operation ” means (subject to the provisions of clause 13 of this agreement) a year commencing on the 1st day of October 1933 or any subsequent 1st day of October during the continuance of this agreement;

“ Quarter ” means any period of three consecutive months commencing on the first day of January the first day of April the first day of July or the first day of October in any year;

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"The net profits" means with respect to any particular quarter or year of operation the net profits (as ascertained in accordance with clauses 6 7 and 8 of this agreement) earned by the prescribed services over the prescribed routes during that quarter or year of operation.

2. The Councils shall on the date of abandonment discontinue the working of the whole of the railways.

3. The Company shall from the date of abandonment until the expiry of this agreement operate over all of the prescribed routes such services of stage carriages as will from time to time adequately serve the needs of the prescribed routes.

4. The Company shall at their own expense from time to time provide maintain and control all vehicles staff and workmen garage accommodation and offices necessary for or in connection with the operation of the prescribed services.

5. The Company shall pay to the Councils in respect of each year of operation and at the times and in the manner mentioned in clause 9 of this agreement the following sums :—

In respect of the first year of operation a sum equal to one-half of the net profits of that year or £3,000 whichever be the greater;

In respect of the second year of operation such sum as will when added to the sum paid in respect of the first year of operation amount to one-half of the aggregate net profits of the first two years of operation or £6,000 whichever be the greater;

In respect of the third year of operation such sum as will when added to the aggregate of the sums paid in respect of the first two years of operation amount to one-half of the aggregate net profits of the first three years of operation or £9,000 whichever be the greater;

In respect of the fourth year of operation such sum as will when added to the aggregate of the sums paid in respect of the first three years of operation amount to one-half of the aggregate net profits of the first four years of operation or £12,000 whichever be the greater;

In respect of the fifth year of operation such sum as will when added to the aggregate of the sums paid in respect of the first four years of operation amount to one-half of the aggregate net profits of the first five years of operation or £15,000 whichever be the greater;

In respect of the sixth and every subsequent year of operation a sum equal to one-half of the profits of that year. Provided that if the net profits of the sixth or any such subsequent year of operation shall be less than £6,000

the sum to be paid by the Company to the Councils under this agreement in respect of any such year shall be as follows :—

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—

(1) If the net profits of such year do not exceed £2,666 13s. 4d. the sum so to be paid in respect of that year shall be £2,000;

(2) If the net profits of such year exceed £2,666 13s. 4d. but do not exceed £4,000 the sum so to be paid in respect of that year shall be a sum equal to three-fourths of the net profits of that year;

(3) If the net profits of such year exceed £4,000 but are less than £6,000 the sum so to be paid in respect of that year shall be £3,000.

6. For the purposes of this agreement—

The net profits of any quarter shall be deemed to be the total receipts (calculated in accordance with clause 7 of this agreement) of the Company during the quarter from the prescribed services over the prescribed routes less the total cost (calculated in accordance with clause 8 of this agreement) of working the prescribed services during the quarter over the prescribed routes;

The net profits of any year of operation shall be deemed to be the aggregate amount of the net profits of each quarter of that year.

7.—(1) The total receipts of the Company during any quarter from the prescribed services over the prescribed routes shall be calculated on the following basis :—

- (i) Where a passenger is carried during the quarter for a single journey at a single fare or for a double journey at a return fare and the journey (whether single or double) is entirely on the prescribed routes the said total receipts shall be deemed to include the whole of the fare (whether single or return) paid by the passenger;
- (ii) Where a passenger is carried during the quarter for a single journey at a single fare or for a double journey at a return fare and the journey (whether single or double) is partly on and partly off the prescribed routes the said total receipts shall be deemed to include such part of the fare (whether single or return) paid by the passenger as bears to the whole fare the same proportion as the part of the journey on the prescribed routes bears to the whole journey;
- (iii) For the purposes of the foregoing paragraph (ii) where a passenger is picked up or set down between

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any two fare-stage points of the Company the passenger's journey shall be deemed to commence at the fare-stage point next before the place at which he is so picked up or (as the case may be) to terminate at the fare-stage point next after the place at which he is so set down;

- (iv) Where a passenger has taken a contract ticket (including in that expression a season ticket) which is in force during the whole or any part of the quarter and is only available for journeys on the prescribed routes the said total receipts shall be deemed to include the whole of the amount attributable to that quarter out of the sum paid for the contract ticket;
- (v) Where a passenger has taken a contract ticket which is in force during the whole or any part of the quarter and is available for journeys partly on and partly off the prescribed routes the said total receipts shall be deemed to include such part of the amount attributable to that quarter out of the sum paid for the contract ticket as bears to the whole of that amount the same proportion as the part of the route-section situate on the prescribed routes bears to the whole of the route-section. In this paragraph "route-section" means the route or part of a route for journeys on which the contract ticket is available;
- (vi) For the purposes of the foregoing paragraphs (iv) and (v) the amount attributable to any quarter out of the sum paid for any contract ticket to which those paragraphs apply means—

If the period during which the contract ticket is in force does not extend beyond that quarter the whole of the sum so paid; and

If the period during which the contract ticket is in force extends beyond that quarter the amount which bears to the sum so paid the same proportion as the part of the said period within the said quarter bears to the whole period.

(2) In this clause the term "passenger" means a passenger carried by a stage carriage operated by the Company for the purposes of the prescribed services.

(3) Notwithstanding the foregoing provisions of this clause the parties hereto may at any time hereafter agree that the fares or sums for contract tickets paid by passengers to which paragraph (ii) or paragraph (v) of subclause (1) of this clause applies shall be apportioned by any other method having regard to the special circumstances of any particular route and on any

such agreement being entered into this clause shall have effect as varied by such agreement. A.D. 1933.

8. The total cost of working the prescribed services during any quarter over the prescribed routes shall be calculated at the rate of 10·125*d.* for—

- (i) every bus-mile run during the quarter over the prescribed routes or any part thereof by the stage carriages of the Company operated for the purposes of the prescribed services or any of them; and
- (ii) each of such additional number of bus-miles (representing dead mileage) as bears to the total number of bus-miles to or from a garage and other dead bus-mileage run during the quarter by the stage carriages so operated as the total bus-miles run during the quarter over the prescribed routes by those stage carriages bears to the total bus-miles run during the quarter by those stage carriages over the whole of the routes of the prescribed services :

Provided that if in any quarter there shall be any variation in the cost per bus-mile of working the whole of the public service vehicles from time to time operated by the Company during the quarter above or below the cost per bus-mile of working the whole of the public service vehicles from time to time operated by the Company during the three months ended on the 30th day of June 1932 by reason of any variation in the cost per bus-mile of the fuel or tyres used in or on the vehicles operated by the Company then for the purpose of calculating the net profits of that quarter the said rate of 10·125*d.* shall be increased or decreased (as the case may be) by an amount equal to the difference between the cost per bus-mile of working the said vehicles during the quarter and the cost per bus-mile of working the said vehicles during the three months ended on the 30th day of June 1932 so far as such difference is due to any such variation as aforesaid in the cost per bus-mile of fuel or tyres.

9.—(1) As soon as practicable after the end of each of the first three-quarters of each year of operation the Company shall deliver to the clerk for the time being to the joint committee an account certified as correct by the manager for the time being of the Company showing the net profits (calculated as hereinbefore provided) of the preceding quarter and a sum equal to one-half of the net profits as so shown shall be paid by the Company to the treasurer for the time being to the joint committee on delivery of such account.

(2) As soon as practicable after the end of the fourth quarter of each year of operation but not later than the next succeeding

A.D. 1933. 31st day of March the Company shall deliver to the clerk for the time being to the joint committee an account certified as correct by the auditors for the time being of the Company showing—

(i) the net profits of that year; and

(ii) the total sum payable by the Company to the Councils in respect of that year in accordance with clause 5 of this agreement :

Provided that if the year of operation shall end in the month of February or March the account shall be delivered within two months from the end of the year of operation.

The difference between the total sum payable to the Councils in respect of any year of operation as shown in the said annual account for that year and the aggregate amount of the sums paid by the Company to the Councils under subclause (1) of this clause in respect of the first three quarters of that year shall on presentation of the annual account be paid by the Company to the treasurer for the time being of the joint committee.

10. The receipt of the treasurer for the time being of the joint committee for any sum payable under this agreement by the Company to the Councils shall be a good discharge to the Company therefor.

11. The Councils may if they think fit direct the treasurer or other official of any of the Councils or of the joint committee or may employ a member of the Institute of Chartered Accountants or of the Society of Incorporated Accountants and Auditors or of the London Association of Accountants Limited or of the Corporation of Accountants Limited to examine and check at the office of the Company any quarterly 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.

12.—(1) If the railway track section be at any time made up and adapted as a highway the Company may if they so decide and give notice in writing of their decision to the clerk for the time being to the joint committee operate a service or services of stage carriages in pursuance of their obligations under clause 3 of this agreement over the excepted route instead of or as well as over the substituted route.

(2) If the Company decide to operate a service or services of stage carriages over the excepted route either instead of or as well as over the substituted route then as on and from the date on which the Company commence so to operate such service or services all the provisions of this agreement shall have effect

as if the expression "the prescribed routes" included the excepted route instead of or (as the case may be) as well as the substituted route.

13. Notwithstanding anything in this agreement the Councils and the Company may (if they think fit) agree that the day on which the Councils shall discontinue the working of the railways shall be some day (hereinafter referred to as "the substituted date of abandonment") other than the 30th day of September 1933 and if they so agree then—

(i) all the provisions of this agreement shall have effect as if—

(a) the expression "the date of abandonment" meant the substituted date of abandonment; and

(b) the expression "year of operation" meant a year commencing from the last day of the quarter current at the substituted date of abandonment or from any anniversary of that day;

(ii) the Company shall pay to the Councils in respect of the period between the substituted date of abandonment and the commencement of the first year of operation within the meaning aforesaid such sum as may be agreed between the Company and the Councils or in default of agreement be settled by arbitration.

14.—(1) If at any time during the continuance of this agreement the Company shall purchase any business comprising any service of stage carriages (hereinafter referred to as "the purchased service") operating over the prescribed routes or any part thereof then the following provisions shall have effect:—

(i) If any service shall be operated by the Company in substitution for the purchased service it shall be deemed to be a prescribed service within the meaning of this agreement and clauses 6 7 and 8 of this agreement shall apply accordingly to the determination of the net profits earned by that service over the prescribed routes; and

(ii) The Councils shall pay to the Company from the date when the Company complete the purchase of the service until the expiry of this agreement interest at such rate as may be agreed between the Company and the Councils or failing agreement be determined by arbitration on the sum obtained by the following calculation:—

(a) There shall first be calculated the balance which remains after deducting from the total price paid by the Company for the purchase of the business a sum equal to the market price at the date of purchase of the physical assets comprised in the business and purchased by the Company;

A.D. 1933.

(b) There shall be then calculated what amount of the said balance is fairly attributable to so much of the purchased service as was operated over the prescribed routes; and

(c) The sum on which interest shall be so paid by the Councils shall be one-half of the amount calculated under the preceding sub-paragraph (b).

Any dispute between the Company and the Councils as to the sum on which interest is to be paid by the Councils to the Company under this paragraph shall be determined by arbitration.

(2) Every sum to be paid by the Councils to the Company under paragraph (ii) of subclause (1) of this clause shall be calculated quarterly and be due from the Councils to the Company on the last day of each quarter. If the sum so due in respect of any quarter is not paid by the Councils to the Company before the date on which the Company pay to the Councils the sum due from the Company in respect of that quarter under clause 9 of this agreement the Company may deduct from the sum to be so paid by them the sum so due from the Councils and the Councils shall thereupon be discharged from the liability to pay to the Company the sum so deducted. Provided that for the purpose of determining the sum to be paid by the Company to the Councils under subclause (2) of the said clause 9 after the end of the fourth quarter of any year of operation any sums deducted under this clause from the sums payable by the Company to the Councils in respect of the first three quarters of that year of operation shall be deemed not to have been so deducted but to have been paid by the Company to the Councils under the said clause 9.

15. The Company shall at all times during the continuance of this agreement provide and use for the prescribed services stage carriages of an up-to-date type and design and shall keep and maintain all stage carriages to be operated by them under the provisions of this agreement in a good and clean condition and provided with all facilities which may be reasonably required to ensure the safety and comfort of passengers.

16. During the continuance of this agreement and so long as the Company carry out their obligations under this agreement none of the Councils shall under or by virtue of the powers conferred by the said Orders of 1915 1921 and 1924 or any of them or by Part V of the Road Traffic Act 1930 or any statutory modification or re-enactment thereof for the time being in force or otherwise operate or seek to obtain either directly or indirectly power or authority to provide or work any passenger transport service or business or make or carry into effect agreements for or otherwise seek to obtain any interest in the management

maintenance or working of any passenger transport service or business. A.D. 1933.

17. Notwithstanding anything in this agreement the obligation of the Company to operate any of the prescribed services is conditional on the grant to the Company of such road service licence or licences as may from time to time be necessary in respect of that service and the Councils and each of them shall at the expense of the Company do all such acts and things as they lawfully can or may and as 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 road service licence or licences that the Company may from time to time require for the purposes of the prescribed services or any of them

18. Nothing in this agreement shall be deemed to constitute a partnership between the Councils and the Company.

19. The Company shall at their own expense promote in the 1932-3 session of Parliament a Bill to confirm this agreement and make it binding on the parties hereto and the Councils shall not nor shall any of them directly or indirectly oppose the said Bill in so far as it implements this agreement 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 as 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 said session.

20.—(1) The Company shall not without the consent in writing of the Councils assign the benefit of this agreement otherwise than for the purpose of or in connection with 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.

(2) The Company shall on the making of any such scheme or on any such sale or transfer as aforesaid make proper provision for the assignment of all their rights duties and liabilities under this agreement to and the acceptance thereof by the assignee.

21. 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 until the end of the year of operation expiring in the year 1966.

22.—(1) Any dispute difference or question arising between the Councils and the Company relating to any account delivered or to be delivered by or any payment under this agreement to be made by either party to the other of them shall be referred to a sole arbitrator to be agreed between the parties hereto or

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failing agreement to be nominated on the application of either party after notice in writing to the other party by the President for the time being of the Institute of Chartered Accountants in England and Wales.

(2) Subject as aforesaid any dispute difference or question arising between the Councils and the Company relating to the construction or effect of any of the provisions contained in this agreement shall be referred to a sole arbitrator to be agreed between the parties hereto or failing agreement to be nominated by the Minister of Transport on the application of either party after notice in writing to the other party.

(3) 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.

23. This agreement is conditional upon its being approved by Parliament and confirmed during the year 1933 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 either the Councils or the Company shall give notice in writing to the other of them 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 session this agreement and everything herein contained shall forthwith become void.

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