



## CHAPTER lvi.

An Act to confer various powers upon the London United  
Tramways Limited and for other purposes. A.D. 1918.

[21st November 1918.]

**W**HEREAS the London United Tramways Limited (in this Act called "the Company") under and by virtue of the London United Tramways Acts 1873 to 1914 (hereinafter referred to as "the Company's Acts") are the owners of a large system of tramways and light railways situate in the counties of Middlesex Surrey and London :

And whereas under and by virtue of the Company's Acts the undertaking of the Company is purchaseable compulsorily by the local authorities of the districts in which the same is situate :

And whereas the said right of compulsory purchase is recurrent and first arises in the case of various portions of the said undertaking at different dates the earliest of which occurs in the year one thousand nine hundred and twenty-four :

And whereas the terms as to payment upon which the said undertaking is so purchaseable as aforesaid are as regards certain portions of the said undertaking the terms prescribed by section 43 of the Tramways Act 1870 and as regards the remainder of the said undertaking it is provided by certain of the Company's Acts that the same shall be purchaseable upon terms of paying the fair market value thereof as a going concern :

And whereas under and by virtue of the Shepherd's Bush and Hammersmith Tramways Order 1881 (confirmed by the Tramways Orders Confirmation (No. 3) Act 1881) as extended and applied by subsequent Acts and Orders the tolls and charges specified in that Order are applicable to all the tramways and light railways

44 & 45  
Vict.c. clxiv.

A.D. 1918. of the Company but with respect to certain of those tramways and the said light railways special tolls and charges or scales of tolls and charges have been prescribed by the Company's Acts which tolls and charges are materially lower than the tolls and charges authorised by the said Order of 1881 and do not afford adequate remuneration to the Company:

And whereas owing to various causes and principally owing to the inadequacy of the reduced tolls and charges as aforesaid and to the increase in recent years in the working expenses of the said undertaking (which increase has been accentuated since the outbreak of the present war) the net revenue of the Company has been seriously diminished and the Company were unable to pay the interest due on the thirtieth day of June and the thirty-first day of December one thousand nine hundred and seventeen and the thirtieth day of June one thousand nine hundred and eighteen upon their mortgage debenture stock the nominal amount of which is one million six hundred and forty-nine thousand nine hundred and thirty pounds:

And whereas owing partly to the financial difficulties of the Company and partly to the fact that since the outbreak of the war there have not been available sufficient labour and materials for necessary works of repair renewal and reconstruction the structural condition of the tramways and light railways and the rolling stock of the Company have become impaired:

And whereas in view of the short period which will elapse before the various portions of the said undertaking will become compulsorily purchaseable and of the conditions with respect to tolls and charges hereinbefore referred to it would be impracticable for the Company to raise the capital which is required for restoring the said undertaking and for enabling the Company to provide an improved service for the benefit of the public:

And whereas it is expedient with a view to placing the Company in a position to raise the capital required for such restoration as aforesaid that the dates upon which the various portions of the said undertaking are compulsorily purchaseable as aforesaid should be postponed and that the tolls and charges specified in this Act should apply to all the tramways and light railways of the Company:

And whereas it is also expedient that the terms as to payment upon which the various portions of the said undertaking are com-

pulsorily purchaseable should be uniform and that those terms should be the terms prescribed by section 43 of the Tramways Act 1870: A.D. 1918.

And whereas by the Metropolitan District Railway Act 1911 and the London Electric Railway Act 1911 the Metropolitan District Railway Company and the London Electric Railway Company are empowered to enter into and carry into effect agreements with various companies and persons (including the Company) for the supply to the said companies and persons of electrical energy from the generating station of the said railway companies at Lots Road Chelsea for use by any such company or person on any part of the undertaking of any such company or person and it is provided (inter alia) by the said Acts that except with certain consents electrical energy shall not be so supplied for use on any tramway other than the tramways of the Company: 1 & 2 Geo. 5.  
c. xxxi.  
1 & 2 Geo. 5.  
c. xxix.

And whereas it is expedient that the provisions contained in this Act with respect to the supply by the said railway companies to the Company of electrical energy and the supply by the Company to other bodies of electrical energy supplied to the Company by the said railway companies should be made:

And whereas the Company were empowered by the London United Tramways Act 1902 to construct and have constructed (inter alia) a tramway (described in that Act as Tramway No. 10) in certain districts in the county of Surrey including the parish of Mitcham in the rural district of Croydon but in consequence of an alteration of the boundary between the counties of London and Surrey effected by the Local Government Board's Provisional Order Confirmation (No. 16) Act 1903 a portion of so much of the said Tramway No. 10 as was within the said parish of Mitcham is now in the metropolitan borough of Wandsworth in the county of London: 2 Edw. 7.  
c. ccxlvii.  
  
3 Edw. 7.  
c. lxxxii.

And whereas it is expedient that the provisions contained in this Act with respect to the purchase by agreement of the said portion of tramway by the London County Council as the local authority for the said county of London for the purposes of the Tramways Act 1870 should be made:

And whereas it is expedient that the agreement between the Company on the one hand and the London County Council on the other hand dated the sixth day of December one thousand

A.D. 1918.      nine hundred and seventeen a copy of which is set forth in the Schedule to this Act should be confirmed:

And whereas it is expedient that the other provisions contained in this Act should be made:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 (that is to say):—

Short title.

1. This Act may be cited for all purposes as the London United Tramways Act 1918 and the London United Tramways Acts 1873 to 1914 and this Act may be cited as the London United Tramways Acts 1873 to 1918.

Interpretation.

2. In and for the purposes of this Act—

The expression "the Company" means the London United Tramways Limited;

The expression "the Company's Acts" means the London United Tramways Acts 1873 to 1914;

The expression "the undertaking" (save in the section of this Act of which the marginal note is "Provision for financial reorganisation and for reconstruction") means so much of the undertaking of the Company as was immediately before the passing of this Act owned by them and not then agreed to be sold to the London County Council under the agreement set forth in the Schedule to this Act;

The expression "the railway companies" means the Metropolitan District Railway Company and the London Electric Railway Company.

Postponement of dates for compulsory purchase of Company's undertaking.

3. Notwithstanding anything contained in any of the Company's Acts or in any other Act relating directly or indirectly to the undertaking or in any agreement the powers of compulsory purchase of any part of the undertaking exercisable by any local authority or combination of local authorities shall be exercisable within six months after the first day of January one thousand nine hundred and fifty (but not earlier) and within

six months after the expiration of every subsequent period of seven years and the Company's Acts and the Middlesex County Council (Tramways) Act 1902 shall be read and have effect accordingly. A.D. 1918.

4. Notwithstanding anything contained in any of the Company's Acts or in any other Act provisional order or light railway order or in any agreement the terms and conditions upon and subject to which any local authority or combination of local authorities may purchase compulsorily any portion of the undertaking shall (subject to the provisions of this Act) be the terms and conditions prescribed by section 43 of the Tramways Act 1870. As to terms of compulsory purchase.

5. As from the expiration of a period of six months after the termination of the present war the following provisions shall (subject to the provisions of the section of this Act of which the marginal note is "Stages on tramways and light railways") extend and apply to all the tramways and light railways now belonging to or worked by the Company and shall continue to apply to such tramways and light railways notwithstanding that the same or some of them may be or have been purchased by any local or other authority and such of the provisions of any enactment or agreement as are inconsistent with the provisions of this section shall cease to have any force or effect. Tolls fares and charges.

The said provisions are the following (that is to say):—

- (1) The Company may demand and take for every passenger travelling upon the tramways or light railways of the Company or any part or parts thereof including every expense incidental to such conveyance a fare not exceeding one penny per mile and in computing the said fare the fraction of a mile shall be deemed a mile:
- (2) The Company may demand and take for every passenger being an artizan mechanic or daily labourer travelling upon the said tramways or light railways or any part or parts thereof between the hours during which the Company are required by the Company's Acts to provide a service of carriages for such persons a fare for a single

A.D. 1918.

journey not exceeding the maximum fare for a journey of that length as specified in the following table (that is to say):—

	<i>d.</i>
Not exceeding three miles - - -	1
Exceeding three miles but not exceeding four miles - - - -	1½
Exceeding four miles but not exceeding six miles - - - -	2
Exceeding six miles but not exceeding seven miles - - - -	2½
Exceeding seven miles - - - -	3

Stages on  
tramways  
and light  
railways.

6. Subject as hereinafter in this section provided but notwithstanding any other provision of this Act or anything contained in any of the Company's Acts or in any agreement the Company may from time to time after the expiration of a period of six months from the termination of the present war appoint stages upon any of the tramways or light railways now belonging to or worked by them or any portions of such tramways or light railways each such stage being as nearly as conveniently may be half-a-mile in length and may demand and take for every passenger travelling upon the said tramways and light railways including every expense incidental to the conveyance of such passenger any rates or charges not exceeding—

(a) in the case of an artizan mechanic or daily labourer travelling between the hours during which the Company are required by the Company's Acts to provide a service of carriages for such persons a fare for a single journey not exceeding the maximum fare for a journey covering the number of consecutive stages comprised in that journey as specified in the following table (that is to say):—

	<i>d.</i>
Not exceeding six stages - - -	1
Exceeding six stages but not exceeding eight stages - - - -	1½
Exceeding eight stages but not exceeding twelve stages - - - -	2
Exceeding twelve stages but not exceeding fourteen stages - - - -	2½
Exceeding fourteen stages - - - -	3

(b) in any other case one penny for each two consecutive stages (or any portion of such two stages) of the journey; A.D. 1918.

and for the purposes of this section a fraction of a stage shall be deemed a stage :

Provided always that—

- (a) in no case shall the Company be bound to charge a less sum than one penny;
- (b) where any of the said tramways and light railways form a continuous route the said stages may be appointed over the whole of the tramways and light railways forming such route as if they were one tramway or light railway;
- (c) no two consecutive stages shall be of an aggregate length of less than one mile;
- (d) without prejudice to the rights of the Company under the section of this Act of which the marginal note is "Periodical revision of fares and charges and variation of stages" nothing in this section contained shall enable the Company to vary any order relating to stages made by the Board of Trade under the first mentioned section and for the time being in force or shall relieve the Company from the obligation to comply with the terms of any such order.

7.—(1) If and whenever it is represented in writing to the Board of Trade by the local authority of any district in which any portion of the tramways or light railways of the Company is situate or by twenty inhabitant ratepayers of any such district or by the Company that under the circumstances then existing all or any of the fares or other charges demanded and taken in respect of the traffic on the said tramways or light railways or (in the case of a representation by any such local authority or ratepayers as aforesaid) such portion thereof (as the case may be) should be revised or all or any of the stages upon the said tramways or light railways or portion thereof (as the case may be) should be varied the Board of Trade may (if they think fit) direct an inquiry by a referee to be appointed by the said Board in accordance with the provisions of the Tramways Act 1870

Periodical  
revision of  
fares and  
charges and  
variation  
of stages.

A.D. 1918. and if the referee reports that it has been proved to his satisfaction that all or any of the fares or charges to which such representation relates should be revised or that all or any of the stages to which such representation relates should be varied the said Board may by order in writing—

(a) subject to the maximum fares and charges authorised by this Act alter modify reduce or increase all or any of such fares or charges as aforesaid; or

(b) vary all or any of the stages as aforesaid but not so that any two consecutive stages shall be of an aggregate length of less than one mile

as the case may be and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade made in pursuance of this section.

(2) The Middlesex County Council and the Surrey County Council shall respectively be entitled (without prejudice to the rights of any body being the local authority of any district within the meaning of the Tramways Act 1870) to make representations under subsection (1) of this section as if they were local authorities within the meaning of that subsection and as if the counties of Middlesex and Surrey respectively were their districts and the said subsection shall be read and have effect accordingly.

Provision for  
financial  
reorganisa-  
tion and for  
reconstruc-  
tion.

8.—(1) The Company shall as soon as practicable after the passing of this Act apply for and use their best endeavours to obtain the sanction of the High Court to a scheme of financial reorganisation including—

(a) a reduction of their loan capital and share capital as existing on the thirty-first day of December one thousand nine hundred and seventeen so that—

(i) such loan capital and share capital shall consist of mortgage debenture stock and preference and ordinary shares or stock of nominal amounts not exceeding those hereinafter respectively specified (that is to say):—

	£
Mortgage debenture stock - - - -	1,000,000
5 per centum preference shares or stock - - - - -	963,000
Ordinary shares or stock - - - -	660,000



A.D. 1918.

(ii) of the sum of one million pounds mortgage debenture stock so specified mortgage debenture stock to the nominal amount of not less than one hundred and forty-two thousand pounds shall be reserved for issue by the Company (otherwise than in substitution for any existing mortgage debenture stock) as and when required; and

(iii) until the expiration of a period of five years from the termination of the financial year of the Company ending on or next after the termination of the present war the dividend (if any) on the said preference shares or stock in respect of any year shall only be payable out of the revenue for that year available for the purpose;

(b) the limitation to four per centum per annum of the rate of interest on the said mortgage debenture stock other than the portion thereof to be so reserved as aforesaid; and

(c) the cancellation as from the date on which any such scheme of reduction as aforesaid becomes effective of all arrears of dividend accrued up to that date on the existing cumulative preference shares of the Company:

Provided that nothing in this section shall prejudice or affect the right of the Company at any time or times after any reduction of loan capital or share capital effected pursuant to any such scheme as aforesaid to create or issue further loan capital (in addition to the said sum of one hundred and forty-two thousand pounds mortgage debenture stock) or share capital of the same or any other denominations as and when required.

(2) On any such application the county councils of Middlesex and Surrey shall be entitled to appear and be heard.

(3) Unless and until the Company shall have carried into effect such scheme of financial reorganisation as may be sanctioned by the High Court on the application of the Company as aforesaid the provisions of the sections of this Act of which the marginal notes are respectively "Postponement of dates for compulsory purchase of Company's undertaking" "As to

A.D. 1918. — terms of compulsory purchase” “Tolls fares and charges”  
“Stages on tramways and light railways” and “Periodical  
revision of fares and charges and variation of stages” shall not  
have any force or effect.

(4)—(a) The Company shall as soon as possible put their tramways light railways rolling stock plant machinery and equipment and such parts of any roadway as are repairable by the Company into good condition and repair either by renewing or replacing the same or by effecting repairs thereof other than such as would ordinarily be charged direct to revenue or partly by one or more of those modes and partly by another or others of them which process of putting into good condition and repair (but as regards work to be defrayed out of the special reserve fund hereinafter referred to at whatever time the same may be required) is hereinafter in this section referred to as “reconstruction.” Nothing in this section shall relieve the Company from their existing statutory obligation to effect such repairs as would ordinarily be charged direct to revenue.

(b) Unless and until the Company shall out of any moneys available for the purpose (including surplus revenue) have expended in or towards reconstruction or set aside for that purpose sums amounting in the aggregate (with accumulations of interest accruing from any securities in which the same and any interest thereon may be invested) to four hundred thousand pounds the Company shall not declare or pay any dividend upon any of their preference or ordinary shares or stock. The said sum of four hundred thousand pounds and any interest thereon shall be applicable only in or towards reconstruction and of that sum a sum of not less than sixteen thousand pounds shall be appropriated for expenditure in the county of Surrey.

(c) The Company shall apply in or towards reconstruction and as part of the said sum of four hundred thousand pounds the sum of two hundred and thirty-five thousand pounds to be paid under the agreement with the London County Council set forth in the Schedule to this Act and the surplus revenue of the Company accumulated before the passing of this Act (which now amounts to the sum of sixty thousand pounds) after deducting from such accumulated surplus revenue the amount required for payment of the costs charges and expenses referred to in the section of this Act of which the marginal note is “Costs of Act”

but without making any other deduction from the said accumulated revenue than such as may be necessary for defraying any amount by which the working expenses of the Company and the cost of maintenance management and administration of their undertaking for the year ending the thirty-first day of December one thousand nine hundred and eighteen exceed their revenue for that year. Any sums so deducted shall as soon as practicable be replaced out of any future surplus revenue of the Company.

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(5)—(a) As from the first day of January one thousand nine hundred and nineteen the revenue of the Company shall so far as available be applied in the manner following (that is to say):—

First—In paying the interest on the mortgage debenture stock of the Company and all other interest and other outgoings properly chargeable to revenue including the working expenses of the Company and the cost of maintenance management and administration of their undertaking for the time being:

Secondly—In paying to a fund to be called the special reserve fund the following sums (that is to say):—

(i) For the year commencing on the first day of January one thousand nine hundred and nineteen and each of the four next succeeding years the sum of sixty thousand pounds;

(ii) For the year commencing on the first day of January one thousand nine hundred and twenty-four and each of the three next succeeding years the sum of forty thousand pounds;

(iii) For the year commencing on the first day of January one thousand nine hundred and twenty-eight and each succeeding year the sum of thirty thousand pounds:

Provided that there shall not be payable to the special reserve fund out of the revenue of any year any amount by which the sum paid to that fund for any previous year was owing to insufficiency of revenue less than the sum herein-before specified as payable to the said fund for such previous year:

A.D. 1918.

Thirdly—In making such further provision (if any) for reserve as the Company may deem necessary :

Fourthly—In paying such dividends as may be declared on the Company's preference stock or shares :

Fifthly—In paying such dividends as may be declared on the Company's ordinary stock or shares :

And the balance (if any) of such revenue in any year shall be carried forward to the credit of the revenue account for the next succeeding year.

(b) The moneys forming the special reserve fund shall be applicable only in or towards reconstruction but no part thereof shall be so applied until the Company shall have expended in or towards reconstruction the whole of the sum of four hundred thousand pounds referred to in subsection (4) (b) of this section. Any moneys forming part of such fund and not immediately required for reconstruction shall be invested in securities of the British Government or of the Government of any part of His Majesty's Overseas Dominions or in any securities in which trustees are for the time being authorised by law to invest trust funds and the resulting income thereof shall be added to and form part of the said fund.

Provisions  
as to Tram-  
ways Nos.  
11 and 13  
authorised  
by Act of  
1901.

9. The following provisions with respect to the service of cars to be run upon Tramway No. 13 authorised by the London United Tramways Act 1901 and so much of Tramway No. 11 authorised by that Act as is situate in Richmond Road in the borough of Kingston-upon-Thames and lies between the commencement of that tramway at the northern boundary of the said borough and the junction of Richmond Road and King's Road shall apply and have effect in lieu of any other provisions with respect to the frequency of such service between the hours of 8 a.m. and 8 p.m. contained in any enactment or in any agreement between the Company and the mayor aldermen and burgesses of the borough of Kingston-upon-Thames (in this section referred to as "the corporation") (that is to say):—

(1) The Company shall run upon the said tramway and portion of tramway a service of cars with intervals of not more than twenty minutes each between the hours of 8 a.m. and 8 p.m. Provided that if and whenever it is represented in writing to the Board of Trade by the corporation that in consequence of

any alteration in the circumstances affecting the said tramway and portion of tramway or either of them the frequency of the said service should be increased the Board of Trade may (if they think fit) direct an inquiry by a referee appointed by the said Board in accordance with the provisions of the Tramways Act 1870 and if the referee (after considering any representations made to him by the Company) reports that it has been proved to his satisfaction that the frequency of the said service should be increased the said Board may by order in writing direct such increase Provided also that if and whenever (after any order shall have been made by the Board of Trade under the foregoing proviso increasing the frequency of the said service) the Company shall be of opinion that such frequency should be again reduced they shall be at liberty to make a representation in writing to the said Board to that effect and upon any such representation the said Board shall have the like right of directing an inquiry and of making an order reducing such frequency as is by the said proviso conferred upon the said Board with reference to increasing the frequency of the said service Provided further that no such order shall have the effect of reducing such frequency below that specified in this section :

- (2) Any order made by the Board of Trade under this section shall be observed and have effect as from such date as may be specified therein for the commencement thereof until the same is revoked or modified by another order made by the said Board in pursuance of this section.

**10.**--(1) For the purposes of section 23 (Power to supply electrical energy) of the Metropolitan District Railway Act 1911 and of section 51 (Power to Company and other companies as to supply &c. of electrical energy) of the London Electric Railway Act 1911 or of either of those sections any tramways or light railways of the Company which may be or may have been sold by the Company to any local or other authority and which after such sale are or shall be worked by the Company either alone or jointly with any other authority or body or for

As to supply  
of electrical  
energy by  
Metropolitan  
District and  
London  
Electric  
Railway  
Companies.

A.D. 1918. — the working of which by any other authority or body after such sale the Company shall undertake or shall have undertaken to furnish a supply of electrical energy shall be deemed to be and to continue to be tramways of the Company and part of the undertaking of the Company.

(2) Any electrical energy supplied to the Company under or by virtue of the said sections or either of them or this section may be supplied by the Company to any such authority or body as aforesaid for use by them upon the tramways or light railways sold by the Company to such authority or body.

As to purchase by London County Council of a tramway in the metropolitan borough of Wandsworth.

**11.** It is hereby declared that the Company are empowered to sell to the London County Council as the local authority for the purposes of the Tramways Act 1870 for the district consisting of the county of London and the London County Council are empowered as such local authority as aforesaid to purchase by agreement so much of the tramway constructed by the Company under the powers of the London United Tramways Act 1902 and described in that Act as Tramway No. 10 as was formerly in the parish of Mitcham in the rural district of Croydon and county of Surrey but is now in the said county of London.

Confirming agreement with London County Council.

**12.** The agreement between the Company of the one part and the London County Council of the other part dated the sixth day of December one thousand nine hundred and seventeen of which a copy is set forth in the Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such variations or modifications (if any) therein as may from time to time be agreed between the parties thereto.

Provision as to general Tramway Acts.

**13.** Nothing in this Act contained shall exempt the Company or their tramways from the provisions of any general Act relating to tramways passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum fares rates or charges authorised in respect of any of such tramways.

Copy of Act to be registered.

**14.** The Company shall deliver to the registrar of joint stock companies a printed copy of this Act and he shall retain and register the same and 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 the like penalty Every penalty under this section shall be recoverable summarily. A.D. 1918.

There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding-up in England.

**15.** Notwithstanding anything in this Act the Company shall not under the powers of this Act raise or borrow any money or issue any new capital whether or not in substitution for existing capital during the continuance of the present war and twelve months thereafter unless the consent of the Treasury has been previously obtained. Consent of Treasury to raising of money.

**16.** 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. Costs of Act.

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The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made this sixth day of December one thousand nine hundred and seventeen between the LONDON UNITED TRAMWAYS LIMITED (hereinafter called "the Company" which expression shall where the context admits include their assigns) of the one part and the LONDON COUNTY COUNCIL (hereinafter called "the Council" which expression shall where the context admits include their assigns) of the other part.

WHEREAS the Company are the owners of a system of tramways and a light railway in the counties of London Middlesex and Surrey:

And whereas on the twenty-second day of December one thousand nine hundred and nine the Council acting in pursuance of section 43 of the Tramways Act 1870 and with the approval of the Board of Trade duly served upon the Company a notice requiring the Company to sell to the Council under the conditions and in the manner provided by the said section the portions in London (meaning those in the borough of Hammersmith) of the undertaking authorised by the London United Tramways Acts 1873 to 1908:

And whereas on the twenty-sixth day of July one thousand nine hundred and eleven the Board of Trade in the exercise of the powers conferred upon them by the Tramways Act 1870 appointed a referee to determine the value (exclusive of any allowance for past or future profits of the undertaking or any compensation for compulsory sale or other consideration whatsoever) of the tramways within the district of the Council constructed under the authority of the said Acts of 1873 to 1908 and of all lands buildings works materials and plant of the Company suitable to and used by them for the purpose of the undertaking authorised by the said Acts within the district of the Council:

And whereas the said referee made and published his award on the fifteenth day of February one thousand nine hundred and twelve but certain of the findings were in the form of special cases which still remain to be determined and there have been matters of difference between the Company and the Council arising out of the said award and in respect of the future working of the said tramways and the proposed purchase has not yet been completed by the parties:

And whereas by section 23 of the London County Council (Tramways and Improvements) Act 1914 it was provided (1) that as from



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the date of the completion of the purchase by the Council of the tramways of the Company situate in the metropolitan borough of Hammersmith the Company should be entitled to run over and use the said tramways and the Council should be entitled to run over and use so much of the Company's tramways in the county of Middlesex as might be agreed between the Council and the Company or failing agreement as should be ordered by the Board of Trade after giving the parties an opportunity of being heard (2) the terms and conditions of such running over and user of the said respective tramways should be such as might be agreed between the Company and the Council or failing agreement such as should be determined (subject to the rights of either party to demand a revision of the terms and conditions at the end of every period of five years) by an arbitrator to be appointed by the Board of Trade and (3) that if the Company should at any time cease to be able to continue the rights granted to the Council of running over and using any tramways owned by the Company at the date of the passing of that Act and over which the Council might be exercising rights of running and user in pursuance of an agreement under that section or order of the Board of Trade thereunder the rights of the Company should cease or be diminished to such extent as might failing agreement between the Council and the Company be determined by the Board of Trade after giving the parties an opportunity of being heard :

And whereas for the purpose of settling all matters of difference between the Company and the Council it has been arranged that the purchase of the said portion of the said undertaking shall be completed and the purchased tramways worked in the future upon the terms hereinafter set forth :

Now therefore it is hereby agreed between the parties hereto as follows :—

1. The Council shall pay to the Company the sum of £235,000 in satisfaction of all the items included in the said award and as the purchase money for the portion of the Company's undertaking comprised in the said notice (including inter alia the Chiswick power station and depôt of the Company and such of the fixed plant therein and such of the furniture implements utensils and moveable plant and stores in all the buildings on the site of the said power station and depôt at the date hereof as are set out in a schedule which has been already agreed between the parties and signed by their respective tramway managers and also including the sum of £1,000 deposited with the Hammersmith Borough Council by the Company under the Shepherd's Bush and Hammersmith Tramways Order 1881 as security for the completion and maintenance of the tramways and the interest thereon and the benefit of all annual or other payments

A.D. 1918. made by the said borough council in respect of the cost of maintenance of wood pavement in the tramway track and also including the forty cars as numbered in the said award and the five additional cars numbered 319 320 321 322 and 323).

2. The purchase shall be completed and the said portion of the Company's undertaking (including as aforesaid) shall be conveyed or otherwise assured to the Council and the said purchase money shall be paid on or before the expiration of twelve calendar months from the termination of the present war or at such earlier date within the said period of twelve calendar months as the Council may on giving to the Company not less than three calendar months' previous notice in writing under their common seal require.

3. The Council shall pay to (or according to the direction of) the Company forthwith upon the sealing of this agreement the sum of £12,000 towards the costs incurred by the Company in connexion with the said purchase and such sum shall be accepted by the Company in satisfaction of all claims by them against the Council in respect of such costs or in respect of any costs incurred or to be incurred in connexion with the discontinuance of the litigation now pending for the determination of the said special cases and the Company hereby acknowledges the receipt or payment thereof.

4. The Company shall be at liberty until the completion of the purchase to remain in possession of the said purchased tramways and of all buildings on the site of the said power station and depôt and to work the said purchased tramways as heretofore and take the receipts thereof for the benefit of the Company as heretofore.

5. Pending completion the Company shall (subject to the provisions of clause 6 hereof) keep the said purchased tramways and all the said buildings in as good a state of repair as they are now in and shall hand them over to the Council on completion in the like state.

6. The Company shall be at liberty at any time hereafter to convert into a transforming station the portion of the generating station at Chiswick shown on the plan hereto annexed and thereon coloured red.

7. In carrying out such conversion and for the general purposes of the said transforming station the Company shall be at liberty to utilise the rotary converter step down transformer and switch-board and such other plant now in the generating station as may be agreed between the respective managers of the undertakings and to have a reasonable user from time to time of the overhead travelling crane.

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8. The Council shall be at liberty at any time after the said portion of the generating station shall have been converted into a transforming station as aforesaid to sell such of the plant in the generating station and included in the said agreed schedule of plant as shall not be used by the Company for the purposes of the transforming station. Provided that the net purchase money so obtained by the Council shall if required by the Company be forthwith paid to the Company on account of the said purchase money of £235,000 payable for the undertaking.

9. The Company shall have the use of the said transforming station for such period not exceeding twenty-one years from the actual completion of the purchase as the Company may desire to use the same in connexion with their tramways and/or their light railway in Middlesex and/or in connexion with the said purchased tramways.

10. From and after the completion of the purchase the Company shall pay all taxes (except landlords' property tax which shall be paid by the Council or if paid by the Company shall be repaid to them by the Council) and rates in respect of the said portion of the generating station used by the Company as a transforming station during such user and the Council shall (subject to the provisions of clause 30 hereof) pay all taxes and rates in respect of the remaining portion of the said generating station and depôt and any necessary apportionments shall be made.

11. From and after the completion of the purchase the Company shall for a period of twenty-one years provide free of cost to the Council a sufficient supply of direct current for the cars running on the said purchased tramways. Provided that the Company shall not be bound to supply current free of cost in excess of 1,800,000 units in any one year.

12. If the supply of current in any one year required for the said purchased tramways shall exceed 1,800,000 units the Council shall pay to the Company for all current supplied by them to the said purchased tramways in excess of 1,800,000 units at a rate to be agreed from time to time or failing agreement to be determined by arbitration.

13. The current so supplied by the Company as aforesaid shall be metered in accordance with the regulations set out in the schedule hereto.

14. The Company shall not pay rent for the user of the said transforming station.

15. Forthwith upon the Company ceasing to use the said transforming station all plant taken from the existing generating station

A.D. 1918. for use in the transforming station and all such further plant as may be installed by the Company in the said transforming station and as may be required for the purposes of providing a supply of current to the said purchased tramways with a reasonable margin for spare plant shall be the property of the Council and any further plant in the said transforming station may thereupon be removed by the Company.

16. All expenses connected with the conversion of the said portion of the generating station into a transforming station and with the provision of any further plant required by the Company for the said transforming station shall be paid by the Company and any disturbance of the existing plant in the generating station by reason of the user of plant for the purposes of the said transforming station shall be carried out by and at the cost of the Company and to the reasonable satisfaction of the manager for the time being of the Council's tramways. The Company shall keep the said transforming station in as good a state of repair as the same (as part of the said generating station) is now in and at the expiration of the period mentioned in clause 9 hereof shall hand it over to the Council in the like state.

17. The said transforming station and the plant and equipment therein shall be maintained by the Company in proper working condition and if the Company shall so neglect to keep the same in working condition as to cause a failure of supply or an insufficient supply of current to the said purchased tramways as aforesaid the Council shall be entitled to take such reasonable steps as they may think fit to supply current to the said purchased tramways and to charge the Company with the cost reasonably so incurred by the Council. Provided always that if the Council themselves supply the current the cost of such supply shall be paid by the Company on the basis of sinking fund charges on the station from which it is supplied and cost of production and distribution.

18. The Company shall not be responsible for temporary failure or insufficiency of supply if and so far as such failure or insufficiency shall be caused by fire explosion accident tempest invasion foreign enemy riot civil commotion military or usurped power war or by aircraft hostile or otherwise or shots shells bombs or missiles from or used against aerial craft strikes or lockouts or acts or causes which could not reasonably have been controlled by the Company (for which purpose the want of sufficient funds shall not be considered a circumstance beyond the control of the Company) If there shall be any temporary failure or insufficiency of supply occurring through any of the causes in this clause mentioned the Council shall be entitled to take such reasonable steps as they may think fit to supply current to the said purchased tramways and to charge the Company with the

cost reasonably so incurred by the Council up to but not exceeding an amount equal to the cost which would have been incurred by the Company in supplying the current during such period if such temporary failure or insufficiency had not occurred. Provided always that if the Council themselves supply such current the cost of such supply shall be paid by the Company up to but not exceeding the amount aforesaid on the same basis as is mentioned in that event in clause 17 hereof. A.D. 1918.

19. If the Company shall at any time before the expiration of the said period of twenty-one years from the completion of the purchase cease to operate tramways connected with the said purchased tramways the Company shall give to the Council security to the reasonable satisfaction of the Council for the due fulfilment of their obligation to afford to the Council a sufficient supply of direct current for the residue of the said period of twenty-one years and the amount of such security shall be determined by the then cost of supply by the Company multiplied by the number of years or parts of years then unexpired and shall in default of agreement be settled by arbitration.

20. From and after the completion of the purchase (but except during such time as the Company are under the provisions herein contained working the purchased tramways exclusively) the Council shall be at liberty to run over the tramways and light railway owned by the Company in Middlesex or any part or parts thereof jointly with the Company from the Council's own lines (whether the purchased tramways or not) and the Company shall be at liberty to run over the said purchased tramways jointly with the Council. Provided that the number of car miles which each party shall be entitled to run over the tramways or lines of the other party shall be equal and (subject to the provisions of clause 21 hereof) the other terms and conditions of such running over and user shall be such as shall be agreed upon by the said respective managers or as failing agreement shall be settled by arbitration.

21. During the continuance of such joint running over and user the Company shall account to the Council for the gross receipts taken by the Company on the said purchased tramways and the Council shall account to the Company for the gross receipts taken by them on the said tramways and lines in Middlesex. Provided that the amount of such gross receipts shall be agreed by the respective managers of the undertakings and failing agreement shall be settled by arbitration.

22. If the date eventually fixed for the completion of the purchase shall be the expiration of twelve calendar months from the termination of the present war then on giving two calendar months' notice expiring at such last-mentioned date to the Company of their intention in this

A.D. 1918. — behalf or if the Council shall require an earlier completion than on giving a like notice simultaneously with the notice to complete earlier the Council may require the Company to work the said purchased tramways exclusively after completion of the purchase for such time and on such terms and conditions (other than those expressly mentioned in this clause) as the Council shall be willing to grant and the Company to accept and the Company shall if so required work the said purchased tramways accordingly but not for any period beyond that for which the Company may be working the adjoining lines in the urban districts of Acton and Chiswick respectively upon the terms of handing over to the Council the gross receipts so earned less the working expenses including a reasonable sum for the Company to cover their establishment charges such establishment charges to bear the same proportion to the total establishment charges of the Company for the same period as the car mileage run on the said purchased tramways shall bear to the car mileage run on all the tramways and the light railway of the Company outside the county of London. If such exclusive working shall be required as aforesaid the Council shall during the period thereof lend to the Company free of charge the forty-five cars referred to in clause 1 hereof or such of them as the Company may desire to borrow.

23. If any question shall arise as to what is or ought to be included under the head of "gross receipts" or "working expenses" or "establishment charges" the same shall be settled by agreement between the managers of the respective undertakings or failing such agreement by arbitration.

24. In the event of the purchased tramways being worked by the Company either exclusively or jointly as aforesaid any question which may arise as to adequacy of through car services or as to the extent to which either party shall run over the lines of the other party shall be determined by agreement between the managers or in default of agreement shall be settled by arbitration. Provided that for the purpose of determining what is an adequate through service the arbitrator shall have due regard to the car mileage run at the date of the said award of the fifteenth day of February one thousand nine hundred and twelve.

25. Each party reserves to itself the right to fix and alter the fares from time to time on its own tramways but without prejudice to the existing statutory fares embodied in the Company's several Acts of Parliament and subject (as to the said purchased tramways whether worked jointly or exclusively as aforesaid) to any adjustment which the managers may consider to be necessary in order to ascertain the value of the various portions of the tramways on which through running may be in operation. If any dispute or question shall arise between the

managers as to such adjustment the same shall be determined by arbitration. A.D. 1918.

26. The present arrangements between the Company and the railway companies for through bookings at Shepherd's Bush and Hammersmith Broadway are to be continued by the Company until completion of the purchase so far as the Company is able to continue them.

27. From and after the completion of the purchase the rates of pay and conditions of labour of such of the employees of the Company as may be employed on the cars of the Company working on the said purchased tramways shall as a whole be not less favourable to the employees than those which obtain on the Council's tramways at the date of this agreement excluding any special war bonuses or war wages.

28. From and after the completion of the purchase the Council shall permit the Company to have all proper access to the transforming station and to the cables works and apparatus used in connexion with the working of the Company's tramways and the purchased tramways and the Company shall permit the Council to have all proper access over the lines into the Chiswick Depôt whether the Company under the provisions herein contained work the purchased tramways exclusively or not.

29. Nothing in this agreement is intended to affect the validity of the provisions of section 23 of the London County Council (Tramways and Improvements) Act 1914.

30. In the event of the purchase being completed before the expiration of six calendar months from the termination of the war the Company shall be allowed to use the portion of the depot now utilised for the manufacture and storage of munitions for a period not exceeding six months after the termination of the war for the purpose of such manufacture and storage. During such user the Company shall pay all taxes and rates payable in respect of such last-mentioned portion (including landlord's property tax which property tax shall be paid by the Company without any right in the Company to require the Council to repay the same or any part thereof) and if in default of payment by the Company any such tax or rate shall be paid by the Council the same shall be repaid to the Council by the Company on demand and any necessary apportionments shall be made.

31. All payments which the Company are now liable to make to the Council for interest sinking fund or renewals under any of the three agreements between the said parties hereto which are respectively dated the sixth day of August one thousand nine hundred and twelve the first day of May one thousand nine hundred and thirteen and the twenty-eighth day of August one thousand nine hundred and thirteen shall

A.D. 1918. — continue to be made up to the date of actual completion of the purchase and shall then cease and shall (if necessary) be apportioned for this purpose in respect of any broken period.

32. Any dispute or difference arising out of this agreement other than clause 7 hereof shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either party.

33. Nothing herein contained shall prejudice or take away the effect of the statutory notice served upon the Company by the Council on the twenty-second day of December one thousand nine hundred and nine under section 43 of the Tramways Act 1870.

34. If at any time or times hereafter the Council shall consider it desirable that this agreement shall be confirmed by Parliament in order that the powers hereby agreed to be conferred upon the Council of using the tramways and light railway in the county of Middlesex shall be binding upon the local authority or local authorities or other body or bodies having compulsory powers of purchase of the said tramways and light railway or any of them or any part of any of them the Company will at the expense of the Council support the application or applications of the Council to Parliament for such confirmation.

In witness whereof the said parties to these presents have caused their common seals to be hereunto affixed the day and year first above written.

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### THE SCHEDULE.

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The direct current supplied to the said purchased tramways under this agreement shall be measured by the Company's meters. Such meters shall be kept in repair and adjusted at the cost of the Company and to the reasonable satisfaction of the Council.

The meters shall be placed two in series on each of the cables utilised for transmitting current to the said purchased tramways so that one of such meters may be removed at any time for calibration purposes and the readings of the other meter may be checked by it. The amount of current supplied through each cable shall be taken to be the mean readings of the two meters on that cable and the total current supplied to be the sum of the mean readings of the meters on all the cables.

A record of the meter readings shall be kept hourly during supply in a log book provided at the said transforming station by the Company and the Company shall forward to the Council a seven-day return



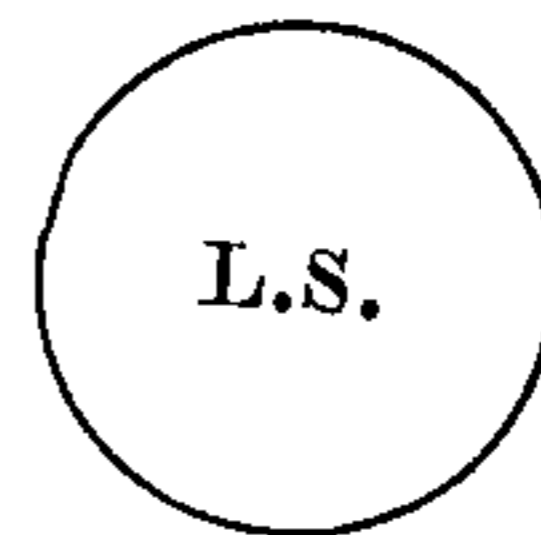
showing the units supplied each day and the meter readings over the seven days. A.D. 1918.

The Company shall permit the servants of and any person to be appointed by the Council at all reasonable times to enter the said transforming station for the purpose of inspecting and reading the said meters and checking the records.

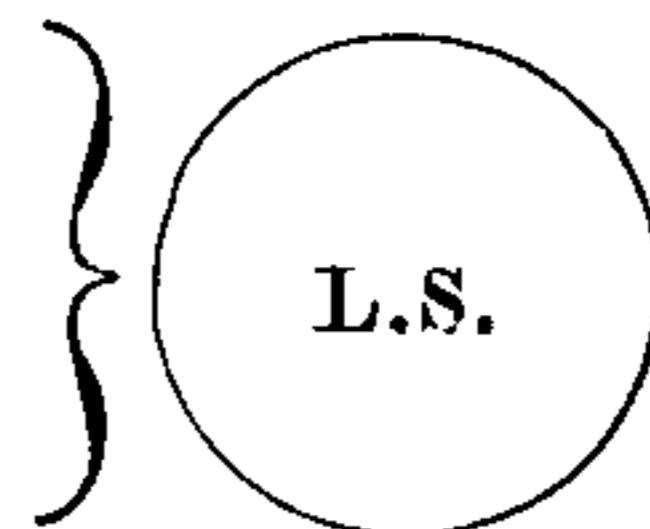
If either party shall within fourteen days of the delivery of any return of current supplied to the said purchased tramways make a request in writing to the other that a meter or meters shall be tested the Company shall have the same tested in situ by the makers of the meters or by the National Physical Laboratory or some other recognised testing institution mutually agreed by the Council and the Company under conditions of load as similar as possible to those under which such meter or meters operate in practice and if such test shall show an inaccuracy exceeding two and a half per cent. either fast or slow the same shall be deemed to have existed since the last previous occasion of testing or the delivery of the last previous return whichever date shall be the later and the Company's statement shall be adjusted and the meter or meters shall be corrected.

The certificate of the testing authority as above referred to shall be accepted as conclusive. If any such test shall show the mean inaccuracy of the meter or meters as the case may be to be two and a half per cent. or less either fast or slow the cost of making such test shall be borne by the party requiring the test to be made but if the error is greater than two and a half per cent. the cost of the test shall be borne by the Company.

The common seal of the London United Tramways  
Limited was hereto affixed in the presence of  
JAMES DEVONSHIRE Director.  
W. M. WRIGHT Assistant Secretary.  
A. L. BARBER Secretary.



Sealed by order—  
JAMES BIRD  
Clerk of the Council.



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