



CHAPTER cxix.

An Act to authorise the South Staffordshire Tramways Company to sell and transfer portions of their undertaking to local authorities to confirm a lease of their undertaking to the South Staffordshire Tramways (Lessee) Company Limited to re-arrange their capital and for other purposes. A.D. 1900.
[30th July 1900.]

WHEREAS the South Staffordshire Tramways Company (in this Act called "the Company") were incorporated by the South Staffordshire Tramways Act 1889 and are the owners of the tramways constructed under the powers of the several Orders and Act set out in the Schedule to the South Staffordshire Tramways Act 1899:

And whereas by the last-mentioned Act the Company obtained power to lease their undertaking to the British Electric Traction Company Limited and their assigns:

And whereas an agreement dated the twenty-sixth day of August one thousand eight hundred and ninety-nine has been entered into between the Company the British Electric Traction Company Limited and the South Staffordshire Tramways (Lessee) Company Limited (herein-after called "the lessees") for a lease of the various tramways authorised and constructed under the before-mentioned Orders and Act a copy of which is contained in the First Schedule to this Act and it is expedient that the same should be confirmed and made binding as by this Act provided:

And whereas in accordance with the terms of the said agreement of the twenty-sixth day of August one thousand eight hundred and ninety-nine the lease of which a copy is contained in the Second Schedule hereto has been executed by the Company and it is expedient that the same should be confirmed and made binding as by this Act provided:

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And whereas an agreement has been entered into by and between the Company the British Electric Traction Company Limited the lessees and the mayor aldermen and burgesses of the borough of Walsall (herein-after called "the Corporation") for the sale and transfer to the Corporation of that portion of the undertaking which is situated within the borough of Walsall except as in the said agreement mentioned upon the terms and conditions mentioned in the agreement contained in the Third Schedule to this Act and it is expedient that such agreement should be confirmed and made binding on the parties thereto in manner provided by this Act :

And whereas the last-mentioned agreement was duly approved by the shareholders of the Company in general meeting within the time prescribed by article 13 thereof :

And whereas the Company have now been called upon by the lessees to grant a lease to them of the said tramways in the form contained in the Second Schedule to this Act :

And whereas the tramways could be more efficiently and economically worked by the lessees by electrical power instead of by horse or steam power and it is expedient that the lessees should have power subject to the consents of the local and road authorities to reconstruct or adapt the tramways and to lay down and maintain in under or over the streets and roads upon which the tramways are laid cables posts and wires for the electrical working of the tramways subject to the conditions in this Act mentioned :

And whereas it is expedient that the Company be empowered to enter into agreements with other local authorities in respect of the sale and transfer of other portions of their undertaking and that the provisions contained in this Act with reference thereto should be sanctioned and that the other powers contained in this Act with reference to the Company should be conferred upon them :

And whereas it is expedient that the provisions herein-after mentioned should be made for the distribution of the purchase money arising in respect of the sale and transfer of the whole or any part of the Company's tramways and undertaking and for the payment of dividends amongst the shareholders in manner by this Act provided :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

Commons in this present Parliament assembled and by the authority A.D. 1900.
of the same as follows :—

1. This Act may be cited for all purposes as the South Short title.
Staffordshire Tramways Act 1900.

2. In this Act the several words and expressions to which Interpretation.
meanings are assigned by the Tramways Act 1870 shall have the
same respective meanings unless there be something in the subject
or context repugnant to such construction :

“The Company” means the South Staffordshire Tramways
Company ;

“The lessees” means the South Staffordshire Tramways (Lessee)
Company Limited ;

“The Corporation” means the mayor aldermen and burgesses
of the borough of Walsall ;

“The tramways” means the tramways constructed under the
Act and Orders scheduled to the South Staffordshire
Tramways Act 1899 ;

“Engine” includes motor ;

“Local authority” has the meaning assigned thereto by the
Tramways Act 1870.

3. The lessees may with the consent of the local and road Power to
authorities make such alterations of the tramways or any part or erect posts
parts thereof and may execute all such works on or in connection &c.
therewith and in over or under the streets or roads in which the
same are laid as may be necessary or expedient for adapting the
same to be worked by electrical power as aforesaid and may lay
down construct erect and maintain on in under or over the surface
of the carriageway or footway of any street road or place and may
with the consent in writing of the owner and occupier of any house
or building attach to such house or building such posts conductors
wires tubes mains plates cables ropes and apparatus and may make
and maintain such openings and ways in on or under any such
surface as may be necessary or convenient either for the working
of the tramways or for connecting any portions of such tramways
or for providing access to or forming connections with any genera-
ting station or stations engines machinery or apparatus and all
works to be executed by the lessees in pursuance of the powers of
this section shall be deemed to be works of a tramway subject in all
respects to the provisions of section 30 of the Tramways Act 1870
as if they had been therein expressly mentioned :

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Provided always that with regard to any posts or columns to be erected under this section including the arms or brackets thereof the following provisions shall have effect (that is to say):—

Their position and design shall be subject to the approval of the local authorities;

They shall not be used for the purposes of advertising;

Any difference between any local authority and the lessees under this proviso shall be determined in the manner provided by section 33 of the Tramways Act 1870.

Provisions
as to motive
power.

4. The carriages used on the tramways shall except as hereinafter provided be moved subject to the following provisions by electrical power (that is to say):—

(1) The electrical power shall unless otherwise agreed between the lessees and the local authority be applied on the overhead wire system and in a manner to be approved by the Board of Trade;

(2) The Board of Trade shall make regulations (in this Act referred to as “the Board of Trade regulations”) for securing to the public all reasonable protection against danger arising from the use under this Act of electrical power on the tramways and for regulating the use of electrical power;

(3) The lessees or any other company or person using electrical power on the tramways contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be liable to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence is continued after conviction thereof;

(4) The Board of Trade if they are of opinion—

(A) That the lessees or such other company or person has made default in complying with the provisions of this Act or of the Board of Trade regulations whether a penalty in respect of such non-compliance has or has not been recovered; or

(B) That the use of electrical power as authorised under this Act is a danger to the passengers or the public;

may by order either direct the lessees or such other company or person to cease to use such electrical power or permit the same to be continued only subject to such conditions as the Board of Trade may impose and the lessees or such other company or person shall comply with every such order. In every such case the Board of

Trade shall make a special report to Parliament notifying the A.D. 1900.
making of such order.

5. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages (that is to say) :—

Special provisions as to use of electrical power.

- (1) The lessees shall employ either insulated returns or uninsulated metallic returns of low resistance ;
- (2) The lessees shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus ;
- (3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return ;
- (4) The lessees shall be deemed to take all reasonable precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at their option either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking ;
- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wire line or apparatus or the currents therein unless in the construction erection maintaining and working of such wire line and apparatus all reasonable precautions including

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the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents;

(6) If any difference arises between the lessees and any other party with respect to anything herein-before in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be;

(7) In this section the expression "the lessees" includes any person owning working or running carriages on any of the tramways.

For protec-
tion of
Postmaster-
General.

6.—(A) Notwithstanding anything in this Act contained if any of the works authorised to be executed by this Act involves or is likely to involve any alteration of any telegraphic line belonging to or used by the Postmaster-General the provisions of section 7 of the Telegraph Act 1878 shall apply (instead of the provisions of section 30 of the Tramways Act 1870) to any such alteration.

(B) In the event of any of the tramways being worked by electricity the following provisions shall have effect:—

(1) The lessees shall construct the electric lines and other works of all descriptions and shall work the undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by Her Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of the undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. If any question arises as to whether the lessees have constructed the electric lines or other works or work the undertaking in contravention of this sub-section such question shall be determined by arbitration and the lessees shall be bound to make any alterations in or additions to the system which may be directed by the arbitrator;

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the lessees of the electric lines and works or by the working of the undertaking of the lessees the lessees shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection;

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(3) (A) Before any electric line is laid down or any act or work for working the tramways by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs or the laying of lines crossing the line of the Postmaster-General at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the lessees or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the lessees and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work ;

(B) Any difference which arises between the Postmaster-General and the lessees or their agents with respect to any requirements so made shall be determined by arbitration ;

(4) In the event of any contravention of or wilful non-compliance with this section by the lessees or their agents the lessees shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues ;

(5) Provided that nothing in this section shall subject the lessees or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of the act or execution of the work was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice ;

(6) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work ;

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- (7) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act ;
- (8) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 ;
- (9) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the lessees or their agents were a company within the meaning of that Act ;
- (10) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid ;
- (11) In this section the expression "the lessees" includes any person owning working or running carriages on any of the tramways.

Byelaws.

7. Subject to the provisions of this Act the Board of Trade may make byelaws with regard to any of the tramways upon which electrical power may be used for all or any of the following purposes (that is to say):—

For regulating the use of any bell whistle or other warning apparatus fixed to the engine or carriages ;

For providing that carriages shall be brought to a stand at the intersection of cross streets and at such places and in such cases of horses being frightened or of impending danger as the Board of Trade may deem proper for securing safety ;

For regulating the entrance to exit from and accommodation in the carriages used on the tramways and the protection of passengers from the machinery used for propelling such carriages ;

For providing for the due publicity of all byelaws and Board of Trade regulations in force for the time being in relation to the tramways by exhibition of the same in conspicuous places on the carriages and elsewhere.

Any person offending against or committing a breach of any of the byelaws made by the Board of Trade under the authority of this Act shall be liable to a penalty not exceeding forty shillings.

8. The provisions of the Tramways Act 1870 relating to the making of byelaws by the local authority with respect to the rate of speed to be observed in travelling on the tramways shall not authorise the local authority to make any byelaw sanctioning a higher rate of speeds than that authorised by any regulation or byelaw made by the Board of Trade under the authority of this Act at which carriages are to be propelled on the tramways under the authority of this Act.

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Amendment
of Tram-
ways Act
1870 as to
byelaws by
local
authority.

9. The lessees may subject to the provisions of this Act and to the provisions of the lease herein-after mentioned enter into any agreements with the road authority with respect to the reconstruction removing renewing repairing and using of the tramways situated within the district of such road authority and the rails plates sleepers and works connected therewith and the facilitating the passage of the traffic over and along the same.

Agreements
between
lessees and
road
authority.

10. The agreement dated the twenty-sixth day of August one thousand eight hundred and ninety-nine between the Company of the first part the British Electric Traction Company Limited of the second part and the lessees of the third part for the lease of the tramways and undertaking of the Company a copy of which is set forth in the First Schedule to this Act is hereby confirmed and made binding upon the Companies parties thereto.

Confirmation
of agreement
for lease of
undertaking
of Company.

11. An indenture of lease dated the twenty-fifth day of April one thousand nine hundred and made between the Company of the first part the lessees of the second part and the British Electric Traction Company Limited of the third part a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively.

Confirmation
of lease.

12. The agreement dated the twenty-third day of November one thousand eight hundred and ninety-nine between the Company of the first part the British Electric Traction Company Limited of the second part the lessees of the third part and the Corporation of the fourth part relating to the sale and lease of a portion of the tramways and undertaking of the Company situated within the borough of Walsall a copy of which is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Company and the lessees.

Confirmation
of agreement
between
Company
and
Corporation
of Walsall.

13. The Company on the one hand and any local authority in whose district any tramway or tramways or part of a tramway or tramways for the time being belonging to the Company is situate on the other hand may from time to time enter into and carry into effect agreements for or with respect to the sale to any local

Agreements
as to pur-
chase of
tramway
by local
authorities.

A.D. 1900. authority of the whole or any portion of the undertaking within the district of such local authority upon such terms and conditions as may be agreed upon. Provided that no sale shall be made under the provisions of this section unless it be one of the terms thereof that a lease or leases approved by the lessees be granted under the provisions of section 19 of the Tramways Act 1870 by such local authority to the lessees of the undertaking purchased by such local authority or such parts thereof as may be agreed upon.

Where any purchase is made by any local authority under the provisions of this section such local authority may pay the purchase money and all expenses incurred by them in making such purchase out of the borough funds or general district rate and for such purposes shall have all and the like powers and be subject to all the like conditions as if such purchase were made under the authority of section 43 of the Tramways Act 1870.

Power to
apply exist-
ing funds.

14. The Company may apply towards any of the purposes of this Act to which capital is properly applicable any moneys which they have raised or may hereafter raise under any Act relating to the Company and which may not be required for the purposes to which by that Act such moneys are made applicable.

Application
of moneys
received
from
lessees.

15. All moneys received by the Company from the lessees by way of rent or otherwise may after payment thereof of revenue debts and charges be applied in payment of dividends to the preference and ordinary shareholders in the Company in accordance with their respective rights and priorities notwithstanding the diminution of the capital assets of the Company.

Application
of purchase
money
amongst
share and
debenture
holders.

16. Subject to the rights of the lessees under the agreement set forth in the First Schedule hereto the purchase moneys to be received from the Corporation under the agreement set forth in the Third Schedule hereto and all other moneys received from time to time from any local authorities purchasing the tramways or any portions thereof under the provisions of this Act or under the provisions of the Tramways Act 1870 and any surplus funds may be applied by the Company in or towards payment *pari passu* of the principal moneys owing to the debenture holders of the Company whether the debentures shall have matured or not and the balance of the said moneys may be distributed by way of return of capital among the shareholders of the Company in accordance with their respective rights and priorities. Provided that nothing contained in this section shall prejudice or affect the existing rights of the debenture holders.

17. Notwithstanding anything contained in this Act or in any other Act or Provisional Order relating to the Company or the lessees or their tramways the Company or the lessees shall not as regards the tramways of the Company or the lessees in the boroughs of Wednesbury and West Bromwich and in the urban districts of Handsworth and Tipton respectively adapt the same for working by electrical power or so work the same or erect, construct or lay down any posts wires or other works or apparatus for that purpose without the consent in writing of the local authority of the borough or district as the case may be in which such tramways are situate.

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For protection of certain local authorities.

Such local authority may give any consents required under this Act upon and subject to such terms and conditions as they may think fit and the withholding or refusal of any consent or the giving thereof on any terms or conditions shall be final and shall not be subject to review and shall not create or be deemed to be a matter in difference within the meaning of section 33 of the Tramways Act 1870 or this Act.

18. Nothing in this Act or in any agreement or lease confirmed by this Act nor anything done in the exercise of any power conferred by this Act shall lessen take away interfere with or prejudicially affect the rights and powers of any local authority in regard to so much of the tramways as is situate within the district of such local authority.

Saving rights of local authorities.

19. In altering the tramways or in executing any works in connection therewith for adapting the same to be worked by mechanical power or in making and maintaining in on or under the surface of any street or road such openings and ways as may be necessary or convenient for working the tramways by mechanical power where any such tramways cross any railway bridge carrying any road over any railway of the London and North Western Railway Company (herein-after referred to as "the North Western Company") the following provisions shall be in force and have effect:—

For protection of London and North Western Railway Company.

- (1). The lessees shall not without the consent in writing of the North Western Company in any way alter or interfere with the structure of any such bridge or of the approaches thereto and they shall so alter the tramways and execute and maintain the works necessary or expedient for adapting the same to be worked and make and maintain the works necessary or convenient for working the same by mechanical power over such bridge and the approaches thereto as not injuriously to affect the same;

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- (2) In the event of any injury being caused to any such bridge or approaches by the alteration of the tramways or the execution making or maintaining of the works necessary expedient or convenient for adapting the same to be worked and for working the same by mechanical power the North Western Company may at the expense of the lessees restore such bridge and approaches or the part or parts thereof which may be so injured to as good a state and condition as they were in before such injury was occasioned;
- (3) Whenever and so often as the North Western Company shall require to widen lengthen strengthen reconstruct alter or repair any such bridge or approaches and to lift or support any such bridge or approaches owing to the subsidence thereof caused by the minerals thereunder having been worked or gotten and they shall find it necessary for effecting any of such purposes that the working and user of the tramways over such bridge or approaches shall be wholly or partially stopped or delayed or that such tramways shall be temporarily diverted or be wholly or in part taken up or removed and shall except in cases of emergency give to the lessees seven clear days' notice in writing requiring such stoppage delay or diversion taking up or removal the working and user of such tramways shall be diverted or taken up or removed accordingly at the reasonable expense of the lessees and under the superintendence of their engineer if such engineer gives such superintendence but only for so long as the North Western Company may find to be absolutely necessary for effecting such purpose and without their being liable for any compensation claims demands damages costs or expenses for or in respect of such stoppage or delay or in any way relating thereto;
- (4) In case the principal engineer of the North Western Company shall be of opinion and in case of difference in the opinion of an engineer to be appointed as herein-after mentioned that any strengthening reconstructing altering repairing lifting or supporting of any such bridge or approaches is necessary owing to the carriages or vehicles on such tramways being or being intended to be moved by mechanical power the same shall be effected in all things at the expense of the lessees who shall also pay to the North Western Company all additional expense which they may incur or be put to in effecting any such strengthening reconstructing alterations repairs lifting or supporting by reason of the existence of the tramways so passing or any of the works connected therewith;

(5) All works which may be necessary in altering the tramways or in executing making or maintaining the works necessary expedient or convenient for adapting the same to be worked or for working the same by mechanical power over any bridge or works of the North Western Company shall be carried out and maintained in all things at the expense of the lessees and to the reasonable satisfaction of the principal engineer of the North Western Company or in case of difference of an engineer to be appointed by the Board of Trade on the application of the North Western Company or the lessees. A.D. 1900.
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20. 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. Copy of
Act to be
registered.

21. Nothing in this Act contained shall exempt the lessees or the tramways from the provisions of any general Act relating to tramways now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of tolls or charges authorised to be taken in respect of the tramways. Provision as
to general
Tramway
Acts.

22. 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 lessees. Costs of
Act.

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SCHEDULES referred to in the foregoing Act.THE FIRST SCHEDULE.

MEMORANDUM OF AGREEMENT dated the twenty-sixth day of August one thousand eight hundred and ninety-nine and made between THE SOUTH STAFFORDSHIRE TRAMWAYS COMPANY (herein-after referred to as "the Tramways Company") of the first part THE BRITISH ELECTRIC TRACTION COMPANY LIMITED (herein-after referred to as "the B. E. T. Company") of the second part and the SOUTH STAFFORDSHIRE TRAMWAYS (LESSEE) COMPANY LIMITED (herein-after referred to as "the Lessee Company") of the third part.

WHEREAS by an agreement bearing date the seventeenth day of July one thousand eight hundred and ninety-nine and made between the Tramways Company of the one part and the B. E. T. Company of the other part (a copy whereof is set forth in the schedule hereto and which is herein-after referred to as "the scheduled agreement") it was agreed that the Lessee Company should be formed to take over certain rights of the B. E. T. Company therein more particularly set forth at the price of forty-seven thousand five hundred pounds:

And whereas the Lessee Company was incorporated on the thirty-first day of July one thousand eight hundred and ninety-nine:

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

The parties hereto shall in all respects observe and perform the terms of the scheduled agreement in the same manner as if the Lessee Company had at the date thereof been incorporated and had been made a party thereto and had agreed to pay the sum of forty-seven thousand five hundred pounds therein mentioned and to carry out the terms thereof in all other respects.

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

The common seal of the South Staffordshire Tramways
Company was hereto affixed pursuant to a resolution
of the board of directors in the presence of

L.S.

W. SOMERS SCHUSTER
ALFRED DAWSON
S. R. BLUNDSTONE

} Directors.

HENRY HATCHETT Secretary.

A.D. 1900.

The common seal of the British Electric Traction Company

Limited was hereto affixed pursuant to a resolution

of the board of directors in the presence of

L.S.

E. GARCKE

JOHN S. RAWORTH

Directors.

GEO. STEVENS Secretary

The common seal of the South Staffordshire Tramways

(Lessee) Company Limited was hereto affixed pursuant

to a resolution of the board of directors in the

presence of

L.S.

JOHN S. RAWORTH

S. R. BLUNDSTONE

Directors.

H. S. HODGSON Secretary

THE SCHEDULE ABOVE REFERRED TO.

HEADS OF AGREEMENT dated the seventeenth day of July one thousand eight hundred and ninety-nine and made between THE BRITISH ELECTRIC TRACTION COMPANY LIMITED (herein-after referred to as "the B. E. T. Company") of the one part and THE SOUTH STAFFORDSHIRE TRAMWAYS COMPANY (herein-after referred to as "the South Staffordshire Company") of the other part.

WHEREAS differences have arisen between the South Staffordshire Tramways Company and the B. E. T. Company in regard to the agreement of the eleventh day of June one thousand eight hundred and ninety-seven in regard to the running contract of the twentieth day of April one thousand eight hundred and ninety-eight and in regard to the Bill promoted by the B. E. T. Company in the name of the South Staffordshire Company in the present session of Parliament and it is the intention of the parties hereto to put an end to all such differences and to endeavour to obtain from the local authorities concerned an extension of tenure of the South Staffordshire Tramways with a view to the adoption of electric traction on the whole system:

Now it is agreed between the parties hereto:—

1. The opposition to the South Staffordshire Tramway Bill by the South Staffordshire Company and by the dissentient shareholders shall be at once withdrawn and the Bill as amended by the Lords Committee shall be allowed to pass unopposed.

2. A new company shall forthwith be registered by the B. E. T. Company under the title of "the South Staffordshire Tramways (Lessee) Company Limited" with a capital and constitution as follows:—

(A) Capital to be one hundred and fifty thousand pounds divided into seventy-five thousand pounds ordinary shares of five pounds each and seventy-five thousand pounds per cent. cumulative preference shares of

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five pounds each and ranking *pari passu* with the ordinary shares as to capital Directors to have power to borrow on debentures an amount equal to half the nominal capital ;

- (B) There shall be not less than five directors The first directors shall be E. Garcke J. S. Raworth J. A. Lycett as representing the B. E. T. Company and Somers Schuster and S. R. Blundstone as representing the South Staffordshire Tramways Company.

3. In consideration of a payment of forty-seven thousand five hundred pounds by the Lessee Company to the B. E. T. Company the B. E. T. Company shall transfer to the Lessee Company—

- (A) The benefit as from the first day of July instant of the running contract of the twentieth day of April one thousand eight hundred and ninety-eight under which the B. E. T. Company are now working the electrical section of the South Staffordshire Tramways ;
- (B) The right of the B. E. T. Company to an option to call for a lease in perpetuity (subject to the rights of the local authorities) of the whole of the South Staffordshire Tramways under the agreement of the eleventh day of June one thousand eight hundred and ninety-seven and the Bill now before Parliament ;
- (c) All other the B. E. T. Company's claims rights and obligations under the agreement of the eleventh day of June one thousand eight hundred and ninety-seven but not including the first mortgage debentures of the South Staffordshire Company held by the B. E. T. Company.

4. The Lessee Company shall make a first issue of fifty thousand pounds in ordinary shares These shares shall be offered to the shareholders of the South Staffordshire Company at par and any shares not so subscribed shall be taken up by the B. E. T. Company at par.

5. The South Staffordshire Tramways Company and the B. E. T. Company undertake to leave to the Lessee Company all the negotiations with the local authorities and will not in any way interfere with or obstruct or frustrate the same The directors of the Lessee Company shall use their best endeavours to induce the local authorities to grant extended tenure of the South Staffordshire Tramways so as to enable electric traction to be adopted but should the local authorities decide to purchase the tramways it is agreed between the parties hereto that in that event the directors of the Lessee Company shall negotiate in the name of the Lessee Company for leases of the tramways from the purchasing local authorities on best possible terms and in the event of such leases from local authorities being obtained the rent if any payable by the Lessee Company to the South Staffordshire Tramways Company shall be fixed failing agreement between the Lessee Company and the South Staffordshire Company by an arbitrator to be appointed by the President for the time being of the Institute of Civil Engineers and likewise any other question or difference which may arise between the Lessee Company and the South Staffordshire Tramways Company and the B. E. T. Company or any two of them shall be settled by arbitration in the same way.

6. In the event of any question or difference between the parties hereto as to the meaning of this agreement or any part thereof such question or

difference shall be referred to Sir Charles Rivers Wilson and Mr. Somers Schuster and failing agreement between them shall be settled by an arbitrator appointed by the President for the time being of the Institute of Civil Engineers. A.D. 1900.

In witness whereof the parties hereto have hereunto set their common seals :—

The common seal of the British Electric Traction Company Limited was hereto affixed pursuant to a resolution of the board of directors in the presence of

Seal of the
British Electric
Traction
Company
Limited.

C. W. FREMANTLE }
JOHN S. RAWORTH } Directors.
GEO. STEVENS Secretary.

Seal of the
South
Staffordshire
Tramways
Company.

THE SECOND SCHEDULE.

THIS INDENTURE made the twenty-fifth day of April one thousand nine hundred between THE SOUTH STAFFORDSHIRE TRAMWAYS COMPANY (herein-after called "the Tramways Company") of the first part THE SOUTH STAFFORDSHIRE TRAMWAYS (LESSEE) COMPANY LIMITED (herein-after called "the Lessee Company") of the second part and THE BRITISH ELECTRIC TRACTION COMPANY LIMITED (herein-after called "the Traction Company") of the third part.

WHEREAS the Tramways Company was incorporated by the South Staffordshire Tramways Act 1889 to acquire the tramways herein-after mentioned which had been constructed under the powers of the several Orders specified in the first part of the First Schedule hereto :

And whereas under and by virtue of an agreement dated the eleventh day of June one thousand eight hundred and ninety-seven made between the Tramways Company of the one part and the Electric Construction Company Limited (therein called "the Electric Company") of the other part it was provided that subject to the rights of any local authority the Electric Company or its assigns should have the option of taking from the Tramways Company and the Tramways Company should grant to the Electric Company or its assigns a lease in perpetuity of the tramways of the Tramways Company as therein provided :

A.D. 1900.

And whereas the benefits and obligations of the Electric Company under such agreement were transferred to the Traction Company and the Lessee Company has been constituted by the Traction Company with the object inter alia of taking the said lease from the Tramways Company:

And whereas by the South Staffordshire Tramways Act 1899 the Tramways Company were authorised to grant a lease of its tramways to the Traction Company and its assigns upon such terms and conditions as might be agreed and as might be approved by the Board of Trade:

And whereas by the above-mentioned Act the borrowing powers of the Tramways Company were extended to and limited at one hundred thousand pounds:

And whereas the said tramways and the depôts buildings and premises thereto belonging are situate within the districts of the local authorities of Walsall Darlaston Wednesbury Coseley Tipton West Bromwich Dudley and Handsworth in the counties of Stafford and Worcester which districts are delineated on the plan marked A which has been sealed by the parties and which said tramways are marked respectively on the said plan with the letters A B C D (1) D (2) E F G I J and L:

And whereas the Tramways Company has running powers over certain tramways situate in the district of Dudley aforesaid marked K on the said plan under an agreement dated the tenth day of April one thousand eight hundred and ninety-three between the Dudley and Stourbridge Steam Tramways Company Limited and the Tramways Company:

And whereas under section 43 of the Tramways Act 1870 and the several Orders specified in the Second Schedule hereto the tramways thereby respectively authorised are subject to the rights of the several local authorities within whose districts such tramways are situate to purchase the same at the respective times specified in the said Second Schedule:

And whereas the Tramways Company has issued fifty thousand pounds mortgage debentures bearing interest at five pounds per cent. per annum and repayable at the expiration of five years from the first day of August one thousand eight hundred and ninety-seven and constituting a mortgage on the undertaking of the Tramways Company:

Now this indenture witnesseth and it is hereby agreed by and between the parties hereto as follows:--

1. In consideration of the rents herein-after reserved and of the covenants conditions and agreements herein-after contained the Tramways Company hereby demises unto the Lessee Company the whole of the tramways of the Tramways Company and the whole of the other property buildings locomotives cars and plant of the Tramways Company some particulars of which are specified in the Schedule marked S which has been sealed by the parties hereto but not including the lands and hereditaments of the Tramways Company in Ridding Lane Wednesbury To hold the said premises unto the Lessee Company from the first day of February one thousand nine hundred as to such part thereof as are held on lease for the residue of the terms for which the same are held and as to the remainder of the said premises in perpetuity subject nevertheless as to all the said premises to the provisions contained in clause 17 of the said agreement of eleventh day of June one

A.D. 1900.

thousand eight hundred and ninety-seven and to the rights of the local authorities herein-before and herein-after referred to Yielding and paying the following yearly rents by equal half-yearly payments on the first day of February and the first day of August in each year the first payment of a proportionate part of such rents to be made on the first day of August one thousand nine hundred as from the first day of February one thousand nine hundred :—

- (A) A minimum rent of four thousand five hundred pounds up to the first day of August one thousand nine hundred and two and thereafter of three thousand pounds in respect of the first eight hundred and sixty-four thousand car miles such rent subject as herein-after mentioned to be paid whether any car shall be run or used upon the demised tramways or not and notwithstanding that the total number of car miles run in any one year shall be less than eight hundred and sixty-four thousand ;
- (B) The rent of one penny farthing per mile run by each car or trailer over the demised tramways over and above eight hundred and sixty-four thousand car miles or over and above the mileage when reduced in pursuance of the provisions of clause 10 hereof ;
- (C) Such a sum by way of rent for the occupation and use of the land and generating station situate at the Pleck in the borough of Walsall and its appurtenances together with the plant machinery accessories and things tools and implements thereon for the residue of the term of ninety-nine years from the twenty-fifth March one thousand eight hundred and ninety-two together with the use in perpetuity of the sixteen electric cars now being worked on the demised tramways as shall be equal to five per centum per annum on the capital value of the said land generating station plant machinery tools implements and cars at the date of this lease In the event of the parties hereto being unable to agree such value the same shall be determined in manner provided by section 43 of the Tramways Act 1870 as though the said land generating station plant machinery tools implements and cars were being purchased by a local authority under the provisions and upon the terms of such clause A memorandum of the capital value of the said land generating station plant machinery tools implements and cars so agreed or determined as aforesaid shall be endorsed hereon Provided always that in the event of the Corporation of Walsall purchasing the tramways in Walsall and of the Lessee Company ceasing to work such tramways under the provisions hereof or of any lease granted by the said Corporation of Walsall it shall be lawful for the Lessee Company by notice in writing to the Tramways Company to determine its obligation to pay the rent mentioned in this sub-clause in which event the generating station and the plant and machinery therein shall revert to the Tramways Company free from the obligations of this lease and the Tramways Company shall be at liberty to sell and dispose of the same or otherwise as the Tramways Company may determine ;
- (D) If any part of the tramways hereby demised shall be purchased during this demise by any of the said local authorities in the interval

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between two of the said half-yearly rent days a proportionate part of each of the rents hereby reserved calculated from the last of such half-yearly rent days before the date of purchase down to such date of purchase.

2. If in any half year of this demise the number of miles run over the demised tramways shall be less than the number of miles in respect of which the said minimum rent is payable the Lessee Company in any subsequent half year or half years may without any further payment run so many miles over the demised tramways as shall be sufficient to make up the full number of miles represented by the said minimum rent but no excess in the number of miles actually run in any half year above the number of miles represented by the said minimum rent shall be allowed to make up any deficiency in any subsequent half year.

3. If the Lessee Company shall fail to pay any rent hereby reserved for thirty-eight days after it becomes due or if the Lessee Company shall make any other breach of the covenants and agreements on its part herein contained or if resolutions are passed for the liquidation of the Lessee Company other than for the purposes of reconstruction for capital or administrative purposes and not for the purpose of amalgamation with any other company or working any lines outside the present South Staffordshire tramways system or an order made for its compulsory liquidation or a receiver appointed of its property the Tramways Company may by notice in writing addressed to the Lessee Company and left at its registered office determine this demise at any day named in any such notice and thereupon on that day the respective terms hereby granted shall cease but nevertheless all liabilities of the Lessee Company under these presents shall continue down to the date of determination as if the said terms respectively were subsisting Provided always that such notice shall not be given unless the Tramways Company has previously served on the Lessee Company a notice specifying the particular breach complained of and requiring the Lessee Company to remedy the breach or make compensation in money therefor and the Lessee Company has failed for a period of fourteen days from the date of the service of such notice to remedy the breach or to make reasonable compensation in money therefor.

4. The Lessee Company hereby covenants with the Tramways Company—

- (A) To pay all the said rents at the times and in manner aforesaid ;
- (B) To pay all rents rates and outgoings which during this demise shall be payable out of or in respect of any of the premises hereby demised except landlords' property tax and to duly perform the covenants and conditions of such of the leases under which such premises are held and to indemnify the Tramways Company from and against any claims thereunder ;
- (C) To maintain and keep in good working order the tramways cars locomotives permanent way and plant whether electrical or otherwise forming part of the demised premises to the reasonable satisfaction of the several local authorities so far as regards those requirements on which such local authorities are entitled to insist and to keep all the depôts and the power house in the borough of Walsall and the plant

and machinery therein and sixteen electric cars in repair to the reasonable satisfaction of the Tramways Company; A.D. 1900.

- (D) To keep full and accurate accounts of the number of miles run along each part of the demised tramways in each half year of this demise and within ten days after the first day of February and the first day of August in each year to deliver to the Tramways Company a full and accurate statement in writing signed by the chairman or secretary for the time being of the Lessee Company of the number of miles so run during the half year then ended distinguishing the number of miles run in each district of any of the said local authorities and the minimum and mileage rents payable in respect of the miles so run;
- (E) To allow the accountant or any other authorised officer of the Tramways Company to inspect at all reasonable times such of the books returns accounts and other documents of the Lessee Company or such parts thereof as show the miles run and to take extracts therefrom and copies thereof respectively free of charge for the purpose only of checking the amount of rent payable under this lease;
- (F) To allow any engineer or officer of the Tramways Company at all reasonable times to enter upon the tramways depôts generating station machinery plant engines cars works and premises included in this demise and view the state and condition thereof;
- (G) To observe all the provisions of the Tramways Act 1870 and any other statute for the time being in force affecting the demised tramways and all precautions which from time to time may be lawfully required to be taken by any local authority in whose district for the time being any part of the demised tramways may be situate;
- (H) To keep the Tramways Company indemnified against all claims by any local authority person or company in respect of any breach by the Lessee Company or its agents or servants of any statute byelaw or other regulation lawfully made by any public or private body whatsoever or in respect of any contract or obligation which may have been entered into by the Tramways Company with any local authority relating to the tramways particulars of which contracts appear in the Third Schedule hereto;
- (I) To indemnify the Tramways Company against all future claims which may be made against the Tramways Company in connection with the contracts mentioned in the Third Schedule hereto entered into by the Tramways Company;
- (J) To insure and keep insured to their fair value the generating station plant machinery depôts cars and rolling stock and electrical equipment for the time being in some substantial office and to produce receipts for premiums when called upon to do so.

5. If the Lessee Company shall cease to work and shall abandon any part of the demised tramways the Lessee Company shall satisfy the proper requirements of any local authorities within whose district such abandoned part may be situate and the Lessee Company shall keep the Tramways Company effectually indemnified against all claims by such local authorities

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in respect of the road surface or otherwise and from any costs charges and expenses in connection with the matter. No reduction is to be made in the minimum rent on account of a diminution in mileage actually run by reason of the abandonment of any part of the said tramways by the Lessee Company.

6. At any time during this demise the Lessee Company may reconstruct re-equip or convert the demised tramways or any part thereof respectively and the Tramways Company will pay to the Lessee Company the cost price of such reconstruction re-equipment and conversion as aforesaid but no payment shall be required or made under this covenant except upon production from time to time or at any one time of a certificate accompanied by a statement setting out in full detail the nature and extent of the work done by the engineer for the time being of the Lessee Company that work of the nature aforesaid has been done for the purposes of the demised tramways at a cost price of one thousand pounds or upwards. Nothing in this clause contained shall authorise the Lessee Company to charge the Tramways Company with any costs in the nature of maintenance or renewals in the nature of maintenance. The plant cars and other electrical equipment placed upon the demised tramways by the Lessee Company under the provisions of this clause shall upon the issue of the debentures representing payment for the same be and become the absolute property of the Tramways Company subject to the provisions of this lease and to the said debentures but this provision shall not apply to plants or materials placed upon the demised tramways for a temporary purpose.

7. For the purposes of any such reconstruction re-equipment or conversion as aforesaid the Lessee Company may use all the then existing plant and materials which shall belong to or shall be part of the demised tramways and other premises and if any of such then existing plant or materials or any plant or materials purchased for the purposes of any such works as aforesaid shall be unnecessary for the future working of the said tramways the Lessee Company shall as soon as reasonably possible sell such unnecessary plant and materials and the proceeds of such sale shall be deducted from the amount to be paid by the Tramways Company under clause 6 hereof.

8. The Tramways Company may at its option satisfy any sum of money which shall be due from it under clause 6 hereof by the issue to the Lessee Company or its nominees of mortgage debentures of the Tramways Company at par. Any such mortgage debentures shall be part of an issue of one hundred thousand pounds first mortgage debentures until such issue shall be exhausted and which shall be in all respects similar to the fifty thousand pounds mortgage debentures of the Tramways Company already issued (except as to currency which may be fixed by the Lessee Company but which shall not exceed twenty-one years or be less from date of issue than fourteen years). Upon the first day of August one thousand nine hundred and two the Lessee Company will surrender or cause to be surrendered to the Tramways Company all the then outstanding debentures of the Tramways Company and will accept or cause to be accepted in exchange therefor a like number of debentures at par forming part of the new issue

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of one hundred thousand pounds debentures. In the event of the Tramways Company desiring to exercise the option provided for in this clause of satisfying sums due to the Lessee Company under clause 6 hereof in debentures and in the event of the whole of the new issue of one hundred thousand pounds debentures having been issued the Tramways Company shall be entitled to defer issuing any further debentures until after the Tramways Company's borrowing powers shall have been extended by Act of Parliament to be introduced by the Tramways Company jointly with the Lessee Company at the expense of the Lessee Company and the Tramways Company and the Lessee Company shall use their best endeavours to obtain the passing of such an Act. The payment by the Tramways Company of interest on such of the said debentures as are issued in exchange for debentures to be surrendered on the first day of August one thousand nine hundred and two as aforesaid or in satisfaction of moneys payable under clause 6 hereof shall be guaranteed by the Lessee Company and the Traction Company and so that the Lessee Company or the Traction Company shall provide all moneys which shall from time to time become due and payable by the Tramways Company to the holders of the said debentures by way of interest thereon such moneys to be provided at least three clear days before the due date of any payment of interest. The Tramways Company will not without the consent in writing of the Lessee Company issue any of the remaining debentures of the said series of one hundred thousand pounds to any person or company other than the Lessee Company.

9. Subject as aforesaid the Tramways Company will duly pay the interest on the said fifty thousand pounds debentures until they are paid off and on the further debentures when issued.

10. This lease is in all respects subject to the powers of the several local authorities in whose districts the demised tramways or any parts thereof are situate in respect of their rights of purchase under the Acts or Orders relating thereto respectively short particulars whereof are specified in the said Second Schedule hereto and on any local authority purchasing any part of the demised tramways under any of the said rights or by private contract with the consent of the Lessee Company the minimum rent hereby reserved or any reduced minimum rent shall from the date of such purchase be reduced to an amount bearing the like ratio to the former minimum rent that the number of miles run over the parts not purchased during the year ending on the first day of February or the first day of August preceding such purchase bears to the total number of miles run during that year over the part of the demised tramways in respect of which the former minimum is payable. On any such reduction this lease shall thenceforth be construed as if the reduced minimum rent had been herein mentioned in all places where the said rents of four thousand five hundred pounds and three thousand pounds respectively are mentioned and the mileage had been reduced in proportion. If the rent of four thousand five hundred pounds is reduced before the first day of August one thousand nine hundred and two the rent of three thousand pounds shall as from that date be reduced in the same proportion. The said provisions for the reduction of rent apply to the case of a sale to the local authority already agreed on.

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11. The Tramways Company will use its best endeavours to procure from the Birmingham and Midland Tramways Company a grant to the Lessee Company of such running powers over the part of the said tramway marked K on the said plan marked A as are now exercised by the Tramways Company but the Tramways Company does not guarantee the grant of any such running powers nor undertake any liability in respect thereof.

12. The Tramways Company may determine this lease on the first day of February one thousand nine hundred and twenty upon giving notice in writing to be left at the registered office of the Lessee Company and paying within six calendar months after the first day of February one thousand nine hundred and twenty all moneys which shall then be payable in that event under clause 17 of the said agreement dated the eleventh day of June one thousand eight hundred and ninety-seven made between the Tramways Company of the one part and the Electric Construction Company Limited of the other part the Lessee Company being the purchasing company in that clause mentioned.

13. The Lessee Company will not assign this lease or the premises hereby demised without the permission of the Tramways Company such permission not to be unreasonably withheld.

14. So long as any rent shall remain payable by the Lessee Company to the Tramways Company under the provisions of this lease the Tramways Company shall be entitled to be represented upon the Board of the Company for the time being working any of the demised tramways under the provisions of this lease by two directors nominated by the Tramways Company who shall hold office upon the terms of the existing articles of the Lessee Company as applicable to the first directors appointed thereby.

15. The Lessee Company will not use or permit to be used the depôts for any purpose other than that of working the tramways comprised in this demise without the consent of the Tramways Company in writing. Such consent shall not be withheld in the following events namely:— In the event of the Lessee Company requiring to use any of the depôts now or hereafter the property of the Tramways Company for or in connection with working—
(A) Any of the tramways comprised in this demise after they shall have been acquired by a local authority; (B) Any other tramways worked or to be worked by the Lessee Company solely or in connection with any other company. Provided a fair equivalent in the nature of a cash payment or rent is paid by the Lessee Company to the Tramways Company for such user. If the Tramways Company and the Lessee Company are unable to agree the amount of such equivalent the question shall be referred to arbitration in manner herein-after mentioned.

16. If any difference shall arise between the Tramways Company and the Lessee Company as to the cost price of any reconstruction re-equipment or conversion under clause 6 hereof or as to the sale of any plant or materials under clause 7 hereof or as to any other matter or thing herein contained or arising out of the working of the said tramways and premises not being the payment of any rent or other fixed or ascertainable sum of

money hereby reserved or made payable any such difference shall be referred to a single arbitrator as provided by the Arbitration Act 1889. A.D. 1900.

The reasonable costs hereof in accordance with Schedule I. Part II. of the Solicitors' Remuneration Order shall be paid by the Lessee Company.

IN WITNESS whereof the parties hereto have caused their common seals to be hereunto affixed.

THE FIRST SCHEDULE.

PART I.

The Staffordshire Tramways Order 1879.

The Staffordshire Tramways (Additional Powers) Order 1880.

The Staffordshire Tramways Extension Order 1882.

The Wednesbury and West Bromwich Tramways Order 1881.

The South Staffordshire Tramways Order 1881.

The Walsall and District Tramways Order 1880.

The Walsall and District Tramways Order 1882.

The Walsall and District Tramways Order 1884.

The Dudley and Tipton Tramways Order 1881.

The South Staffordshire and Birmingham District Steam Tramways Order 1886.

PART II.

The South Staffordshire Tramways Order 1894.

THE SECOND SCHEDULE.

Line.	Order or Act authorising Purchase.	Length as authorised.			Year when Purchase Clause may be exercised.
		m.	f.	chs.	
L	Staffordshire Tramways Order 1879.	3	2	7·25	1900 and at intervals of seven years afterwards.
G	Wednesbury and West Bromwich Order 1881.	5	7	8·67	1902 and at intervals of seven years afterwards.
I	South Staffordshire Tramways Order 1881.	4	5	3·00	1902 and at intervals of seven years afterwards.
J	Dudley and Tipton Tramways Order 1881.	1	5	7·00	1902 and at intervals of seven years afterwards.
D	Staffordshire Tramways (Extension) Order 1882.	1	0	5·25	1903 and at intervals of seven years afterwards.
E	Walsall and District Tramways Act 1882.	0	6	8·37	1903 and at intervals of seven years afterwards.
F	Walsall and District Tramways Act 1884.	0	4	7·41	1905 and at intervals of seven years afterwards.

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THE THIRD SCHEDULE.

(CONTRACTS.)

1883 October 16—Conveyance of mines under the Darlaston depôt reserving right of way and other easements.

1883 December 6—Agreement South Staffordshire and Birmingham District Steam Tramways Company Limited and Tipton Local Board of Health.

1884 August 30—Agreement for letting the Dudley depôt between Earl of Dudley and South Staffordshire and Birmingham District Steam Tramways Company Limited.

1884 December 1—Lease of Bloxwich depôt Birchills Estate Company Limited to South Staffordshire and Birmingham District Steam Tramways Company Limited.

1885 March 25—Agreement South Staffordshire and Birmingham District Steam Tramways Company Limited and Tipton Local Board of Health.

1885 March 31—Agreement as to water boxes to hydrants South Staffordshire and Birmingham District Steam Tramways Company Limited with mayor aldermen and burgesses of borough of Walsall.

1888 April 30—Release of rights under an agreement dated 6 December 1883 Tipton Local Board to South Staffordshire and Birmingham Steam Tramways Company Limited.

1890 July 2—Agreement as to the construction of certain tramways at the junction of Station Road and Holyhead Road Handsworth and the use of steam power upon tramways at Handsworth Handsworth Local Board and South Staffordshire Tramways Company.

1891 May 9—Copy award of Sir Douglas Galton K.C.B. Birmingham and Midland Tramways Limited and South Staffordshire Tramways Company.

1892 February 11—Agreement as to use of electricity on the Company's lines of tramways in the borough of Walsall South Staffordshire Tramways Company and mayor aldermen and burgesses of borough of Walsall.

1892 May 10—Agreement as to use of electricity on the Company's lines of tramways in borough of Wednesbury South Staffordshire Tramways Company and mayor aldermen and burgesses of borough of Wednesbury.

1892 May 10—Agreement as to use of electricity on the Company's lines of tramways in district of Darlaston South Staffordshire Tramways Company and Darlaston Local Board.

1892 October 6—Agreement as to paving and repairing of Bridge Street Walsall Mayor aldermen and burgesses of the borough of Walsall and South Staffordshire Tramways Company.

1893 April 10—Agreement as to running powers Dudley and Stourbridge Steam Tramways Company Limited and South Staffordshire Tramways Company.

1896 March 5—Agreement as to advertising South Staffordshire Tramways Company and Griffiths and Millington Limited.

1897 December 24—Lease of manager's house Mr. W. H. Briant to South Staffordshire Tramways Company.

1899 January 27—Agreement South Staffordshire Tramways Company and Mr. H. Hatchett.

1899 May 16—Copy agreement South Staffordshire Tramways Company and Mr. J. J. Robins.
Lease of Handsworth Depot. A.D. 1900.

The common seal of the South Staffordshire Tramways Company was hereunto affixed in the presence of

L.S.

W. SOMERS L. SCHUSTER Chairman.

S. R. BLUNDSTONE

Directors.

HENRY HATCHETT

Secretary.

The common seal of the South Staffordshire Tramways (Lessee) Company Limited was hereunto affixed in the presence of

L.S.

E. GARCKE

JOHN S. RAWORTH

Directors.

H. S. HODGSON

Secretary.

The common seal of the British Electric Traction Company Limited was hereunto affixed in the presence of

L.S.

JOHN S. RAWORTH

C. S. DRUMMOND

Directors.

CHAS. H. DADE

Assistant Secretary.

THE THIRD SCHEDULE.

AN AGREEMENT made the twenty-third day of November one thousand eight hundred and ninety-nine between THE SOUTH STAFFORDSHIRE TRAMWAYS COMPANY whose registered office is at Darlaston in the county of Stafford (herein-after referred to as "the Vendor Company") of the first part the BRITISH ELECTRIC TRACTION COMPANY LIMITED whose registered office is at Donington House Norfolk Street Strand in the county of London (herein-after referred to as "the B. E. T. Company") of the second part the SOUTH STAFFORDSHIRE TRAMWAYS

A.D. 1900.

(LESSEE) COMPANY LIMITED whose registered office is at Donington House aforesaid (herein-after referred to as "the Lessee Company") of the third part and the MAYOR ALDERMEN and BURGESSES of the BOROUGH of WALSALL (herein-after referred to as "the Corporation") of the fourth part.

WHEREAS the Vendor Company are the owners of the tramways within the said borough constructed under the powers conferred upon them by the Walsall and District Tramways Order 1880 the Walsall and District Tramways Order 1882 the Staffordshire Tramways Extension Order 1882 the Walsall and District Tramways Order 1884 and the South Staffordshire Tramways Act 1889 or some or one of them :

And whereas under and by virtue of an agreement bearing date the eleventh day of June one thousand eight hundred and ninety-seven made between the Vendor Company of the one part and the Electric Construction Company Limited (therein called "the Electric Company") of the other part it was provided that subject to the rights of any local authority the Electric Company or its assigns should have the option of taking from the Vendor Company and the Vendor Company should grant to the Electric Company or its assigns a lease in perpetuity of the whole of the tramways of the Vendor Company as therein provided :

And whereas the benefits and obligations of the Electric Company under such agreement were transferred to the B. E. T. Company and the Lessee Company has been constituted by the B. E. T. Company with the object inter alia of taking the lease from the Vendor Company of the tramways of the Vendor Company :

And whereas by an Act of Parliament entitled the South Staffordshire Tramways Act 1899 special powers of leasing were inter alia conferred upon the Vendor Company :

And whereas the Vendor Company have not at present been called upon by the Lessee Company to grant any lease of the tramways owned by the Vendor Company but their option still continues and the Vendor Company has with the consent and approval of the B. E. T. Company and the Lessee Company agreed to sell to the Corporation the tramway undertaking within the said borough except as herein-after more particularly expressed at the price of eighteen thousand five hundred pounds on the terms and conditions herein-after appearing :

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

1. The Vendor Company with the privity and assent of the B. E. T. Company and of the Lessee Company shall sell and the Corporation shall purchase all the tramway undertaking of the Vendor Company within the said borough including the tramways and the land and buildings forming the tramway dépôt situate at the Birchills in the said borough together with the poles trolley wires cables fuse boxes and all other electrical equipment belonging to or used in connection with such tramways except the power house or generating station and the site of the same situate at James Bridge in the said borough and abutting upon the Darlaston Road and so much of

the undertaking under the recited Acts and Orders as may be necessary to enable the Vendor Company to lay down mains from such generating station to any other lines or works in connection with their tramways and also except the cars now used on the said tramways and the loose plant tools and materials in or about the said power house or generating station and in or about the said tramway depôt at the Birchills Provided that any mains to be laid between the said generating station and such lines or works as aforesaid shall be laid along such route as shall be reasonably approved by the Corporation. A.D. 1900.

2. The said purchase shall be completed on the thirty-first day of December one thousand nine hundred at the office of the town clerk of Walsall when the said sum of eighteen thousand five hundred pounds shall be paid by the Corporation to the Vendor Company (whose receipt therefor shall be a sufficient discharge to the Corporation) and the Vendor Company the B. E. T. Company and the Lessee Company and each of them will do all things and execute and obtain the execution by all necessary parties of all documents necessary or proper for vesting the premises in the Corporation freed and discharged from all debts mortgages charges liabilities or other obligations upon or affecting the same.

3. The Vendor Company will so long as they shall continue to work the said tramways and the Lessee Company will as from the commencement of the term of any lease which may be hereafter granted to the Lessee Company by the Vendor Company at their own cost maintain the tramway undertaking with all its electrical equipment and other the premises in as good a state of repair and condition as the same is now in up to and including the day fixed for completion of the purchase and shall continue to run the electric cars on the tramways and properly work the same up to and including that day.

4. The Corporation shall with and subject to the consent and approval of the Board of Trade or under the provisions of the Bill herein-after referred to grant to the Lessee Company a lease of the tramways including the plant and electrical equipment placed or erected in the public streets as on and from the first day of January one thousand nine hundred and one the terms of such lease to be—

For twenty-one years in respect of

Firstly So much of the tramways (within the said borough) authorised by the Walsall and District Tramways Order 1882 as extends from the boundary of the borough of Wednesbury along the Wednesbury Road to the end nearest Wednesbury of the passing place opposite "the Brown Lion" Inn at the Pleck in the last-mentioned road;

Secondly So much of the tramways (within the said borough) authorised by the Staffordshire Tramways Extension Order 1882 as extends from the boundary of the urban district of Darlaston along the Darlaston Road to the end nearest Wednesbury of the said passing place;

And for three years on and from the said first day of January one thousand nine hundred and one in respect of the remainder of the tramways in the said borough authorised by any of the said Orders or Act.

Such lease to contain all necessary and proper clauses including a proviso for re-entry by the Corporation in case the rent herein-after mentioned shall

A.D. 1900. remain unpaid for a period of one calendar month after the day appointed for payment of the same or in case the lessees their successors or assigns shall go into liquidation (otherwise than for the purpose of re-construction) or shall fail to properly work the said tramways or any part thereof or properly and regularly work the same respectively so as to give a connection with the tramways in the borough of Wednesbury and in the district of Darlaston or fail to comply with all the requirements of the Provisional Orders or Acts in relation to the undertaking or with the clauses terms and conditions of the said lease and shall also contain a clause permitting the Corporation at their own cost and in accordance with plans to be reasonably approved by the Lessee Company to connect any tramways they may construct during the continuance of such lease with the tramways or any of them to be comprised in the said lease and a clause that the Lessee Company shall not assign or underlet without the consent of the Corporation which consent is not to be unreasonably withheld.

5. The Lessee Company shall pay to the Corporation as rent for the tramways comprised in the lease the yearly sum of one thousand two hundred and two pounds such sum to be reduced to three hundred and fifty-three pounds after the thirty-first day of December one thousand nine hundred and three and such sums respectively shall be payable (freed and discharged from all rates taxes and outgoings whatsoever other than landlord's property tax) by equal half-yearly payments on the first day of July and the first day of January in each year the first half-yearly payment to be made on the first day of July one thousand nine hundred and one.

6. The Lessee Company shall also pay to the Corporation half-yearly within one calendar month of each of the said half-yearly days in addition to the said rent the amount which shall have been expended by the Corporation in repairing and maintaining the tramways and the road upon which the same is laid between the rails and to the extent of eighteen inches beyond each of the outside rails during the preceding half-year such amount to be recoverable as rent in arrear and to be ascertained and certified by the borough surveyor for the time being of the said borough but in case of any dispute respecting the amount so certified or the necessity for such repair or maintenance the same shall be settled by a single arbitrator to be appointed as herein-after provided. Provided that during the period of three years from the said first day of January one thousand nine hundred and one no part of the line or of the rails shall be relaid except such as may be necessary for securing the safety of the public and the running of the tram cars over the lines Any question arising under this proviso to be settled by a single arbitrator who shall in considering the question have regard to the length of the lease then unexpired.

7. The Lessee Company shall at their own expense during the continuance of the lease maintain the poles trolley wires cables and other electrical equipment placed in the streets in an efficient condition for the safe and efficient working of the line and to the reasonable satisfaction of the Corporation.

8. The Lessee Company shall if practicable adopt the system of halfpenny fares for the tramways in the borough to be leased to them.

A.D. 1900.

9. In the event of the Corporation constructing and laying down within three years from the date of the lease herein-before referred to any tramways in extension of the existing tramways in the said borough and properly equipping the same for working by electricity on the overhead trolley system the Lessee Company shall on two calendar months' notice from the Corporation requiring them so to do such notice being given prior to the commencement of the construction of such extension work such extended tramways on the terms and conditions contained in the said lease *mutatis mutandis* and the said tramways shall be deemed to be comprised therein for the remainder of the first three years of the said term and the Lessee Company shall pay the Corporation rent in respect of such extensions equivalent to six-and-a-half per centum on the amount of the outlay incurred by the Corporation in constructing and equipping the same in addition to the cost of maintenance and repair as herein-before mentioned. Provided nevertheless that the Lessee Company shall not be required to take on lease or work as aforesaid any line or lines so constructed by the Corporation if within one calendar month from the receipt of notice in writing by the Corporation of their intention to construct such line or lines the Lessee Company shall signify in writing to the Corporation its disapproval of the same.

10. Each of the parties hereto will use its best endeavours to obtain and will do all things necessary to obtain the consent and approval of Parliament or of the Board of Trade to the sale and lease herein-before mentioned.

11. The Corporation shall promote in the next session of Parliament and use their best endeavours to procure the passing into law of a Bill for the following purposes namely To confirm so far as may be necessary or give effect to this agreement and for authorising the Vendor Company to enter into the same and to construct other tramways and also for conferring other powers upon the Corporation in relation to their tramway undertaking generally and for other purposes (whether tramway or other) Provided always that nothing herein contained shall preclude the B. E. T. Company or the Lessee Company from opposing in such way as it deems expedient so much of the lines to Willenhall proposed by the Corporation as would be constructed in the roads and streets in which the B. E. T. Company propose to construct a light railway under the South Staffordshire Light Railways Order 1898 and the Vendor Company the B. E. T. Company and the Lessee Company respectively shall not oppose the said Bill but shall assist the Corporation to secure the passing thereof into law provided that nothing therein contained shall be inconsistent with the terms of this agreement or affect some other part of the undertaking of the Vendor Company and should this agreement become altered in any material respect without the consent of the Companies parties hereto they shall no longer be bound thereby Such Bill shall if the Corporation think fit include powers to work the tramways for the time being belonging to them.

12. The Corporation shall use their best endeavours to obtain the consent and approval of the Board of Trade to the said lease.

13. This agreement so far as may be necessary is subject to the approval of the shareholders of the Vendor Company in general meeting within three

A.D. 1900. weeks from the date hereof and the Vendor Company shall take the necessary steps to convene such meeting forthwith.

14. In case any dispute shall arise as to the nature or form of any clause desired by any party hereto to be inserted in the lease herein-before mentioned or generally as to the form and contents of such lease or as to the rights or obligations arising under or the construction of these presents or as to anything in any way arising under this agreement such dispute shall be settled by a single arbitrator to be appointed by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

15. This agreement is subject to confirmation by Parliament or to the approval of the Board of Trade.

IN WITNESS whereof the parties hereto have caused their respective common seals to be affixed the day and year first above written.

The common seal of the South Staffordshire Tramways
Company was hereto affixed pursuant to a resolution of
the board of directors in the presence of

W. SOMERS SCHUSTER
ALFRED DAWSON
S. R. BLUNDSTONE

Directors.

HENRY HATCHETT Secretary.

The common seal of the British Electric Traction Company
Limited was hereto affixed pursuant to a resolution of
the board of directors in the presence of

J. S. RAWORTH
C. S. DRUMMOND

Directors

CHAS. H. DADE Assistant Secretary.

The common seal of the South Staffordshire Tramways
(Lessee) Company Limited was hereto affixed pursuant
to a resolution of the board of directors in the presence
of

S. R. BLUNDSTONE
JAS. A. LYCETT

Directors.

H. S. HODGSON Secretary.

The common seal of the mayor aldermen and burgesses
of the borough of Walsall was hereto affixed in the
presence of

JOHN R. COOPER

Town Clerk.

Printed by EYRE and SPOTTISWOODE,

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