CHAPTER clxxviii.

An Act to empower the Mayor Aldermen and Burgesses of the Borough of Bournemouth to maintain and use the tramways authorised by the Bournemouth Corporation Tramways Order 1900 and to make provision for the transfer of the undertaking of the Poole and District Electric Traction Company Limited and for other purposes. [11th August 1903.]

A.D. 1903.

WHEREAS the county borough of Bournemouth is a municipal borough under the government of the mayor aldermen and burgesses of the borough (in this Act called "the Corporation") and is subject to the Municipal Corporations Act 1882:

And whereas by the Bournemouth Corporation Tramways Order 1900 (which was confirmed by the Tramways Orders Confirmation (No. 5) Act 1900 and which is in this Act called "the Order of 1900") the Corporation were authorised to construct certain tramways within the borough: 63 & 64 Vict. c. ccviii.

And whereas by the Bournemouth Corporation Act 1901 (in this Act called "the Act of 1901") the Corporation were empowered to construct certain other tramways and further powers were conferred upon them in regard to the tramways authorised by the Order of 1900: 1 Edw. 7. c. ccix.

And whereas immediately upon the confirmation of the Order of 1900 the Corporation took steps to carry the powers thereby conferred upon them into execution:

And whereas on the eighth day of March one thousand nine hundred and two an action was commenced against the Corporation by the Poole and District Electric Traction Company Limited (hereinafter called "the company" the Attorney-General at the

A.D. 1903.

relation of the company being subsequently made a plaintiff in the action) claiming (amongst other things) an injunction to restrain the Corporation from commencing or continuing to construct the tramways authorised by the Order of 1900 on the ground that the works had not been substantially commenced within one year from the date of the said Order as required by section 18 of the Tramways Act 1870:

And whereas on the thirteenth day of June one thousand nine hundred and two judgment was given in the High Court dismissing the said action on the ground that the steps which had been taken by the Corporation to carry their powers into execution constituted a substantial commencement of the works within the meaning of section 18 of the Tramways Act 1870 and the Corporation thereupon continued the construction of the said tramways and completed Tramway No. 6 authorised by the Order of 1900 and the same was opened for public traffic on the twenty-ninth day of July one thousand nine hundred and two within the period of two years from the date of the said Order as required by section 18 of the Tramways Act 1870:

And whereas the plaintiffs in the said action appealed from the judgment in the High Court and on the fifteenth day of July one thousand nine hundred and two the Court of Appeal reversed the said judgment and made an order declaring that the powers of the Corporation under the Order of 1900 had determined restraining the Corporation from continuing to construct any of the said tramways and requiring them to remove all parts of such tramways already constructed by them but the operation of the said order was suspended:

And whereas by an order of the Board of Trade dated the twentieth day of June one thousand nine hundred and two and made in pursuance of section 18 of the Tramways Act 1870 the said Board directed that the time limited by the said section for the completion of the tramways authorised by the Order of 1900 and for opening the same for public traffic should be prolonged until the sixth day of August one thousand nine hundred and three:

And whereas the Corporation have accordingly completed the construction of the remainder of the tramways authorised by the Order of 1900 and have opened the same for public traffic:

And whereas it is expedient that notwithstanding the said order of the Court of Appeal the Corporation should be empowered to maintain and work the tramways authorised by the Order of 1900 and to exercise the powers thereby conferred upon them:

A.D. 1903

And whereas by the Poole and District Light Railway Order 1899 (in this Act called "the Poole Order") and the Poole and District Light Railway (Extension) Order 1903 (in this Act called "the Extension Order") the Company were empowered to construct light railways and by the Christchurch and Bournemouth Tramways Act 1900 they were empowered to construct tramways in the neighbourhood of the borough and by reason of an alteration of the boundary of the borough made by the Bournemouth (Extension) Order 1901 (confirmed by the Local Government Board's Provisional Orders Confirmation (No. 7) Act 1901) part of the tramways authorised by the Christchurch and Bournemouth Tramways Act 1900 will be situate in the borough :

63 & 64 Vict. c. cclxi.

1 Edw. 7. c. clxviii.

And whereas by section 58 of the Christchurch and Bournemouth Tramways Act 1900 the Corporation were authorised subject to the provisions of that section to run over and use the tramways authorised by that Act and the light railways authorised by the Poole Order and by section 9 of the Extension Order such authority was extended to the light railway thereby authorised and by section 29 of the Order of 1900 and section 17 of the Act of 1901 the company were authorised subject to the provisions of those sections to run over and use certain of the tramways authorised by the Order of 1900 and the Act of 1901 :

And whereas the company promoted a Bill (in this Act called "the company's Bill") in the present session of Parliament to extend the time limited for the completion of and for the purchase of lands for the works authorised by the Christchurch and Bournemouth Tramways Act 1900 and for other purposes :

And whereas an agreement (in this Act called "the scheduled agreement") for the sale and transfer of the undertaking of the company to the Corporation has been entered into and is set forth in the First Schedule to this Act and it is expedient that the said agreement be confirmed and carried into effect :

And whereas an agreement (in this Act called "the supplemental agreement") has been entered into between the Corporation of the first part the mayor aldermen and burgesses of the borough of Poole (in this Act called "the Poole Corporation") of the second part and the urban district council of Branksome (in this Act called "the Branksome Council") of the third part for the sale and transfer to the Poole Corporation and the Branksome Council of the undertaking authorised by the Poole Order and the Extension Order and for the leasing of that undertaking to the Corporation and that agreement is set forth in the Second Schedule to this Act

A.D. 1903.

and it is expedient that the same be confirmed and carried into effect:

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

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

And whereas an absolute majority of the whole number of the council of the borough at a meeting held on the twenty-seventh day of November one thousand nine hundred and two after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Bournemouth Guardian a local newspaper published and circulating in the borough such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the borough fund and borough rate:

And whereas such resolution was published twice in the said newspaper and has received the approval of the Secretary of State:

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council of the borough at a further special meeting held in pursuance of a similar notice on the eleventh day of March one thousand nine hundred and three being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the borough by resolution in the manner provided in the Third Schedule of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

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 and collective titles.

1. This Act may be cited as the Bournemouth Corporation Tramways Act 1903 and the Order of 1900 the Act of 1901 and this Act may be jointly cited as the Bournemouth Corporation Tramways Acts 1900 to 1903.

Interpretation.

2.—(1) In this Act the several words and expressions to which meanings are assigned by the Act of 1901 have the same respective meanings unless there be something in the subject or context repugnant to such construction.

(2) Provided that the Act of 1901 and this Act shall be read and have effect as if the expression "tramway undertaking" defined in section 4 of the Act of 1901 included the whole of the tramway undertaking for the time being of the Corporation. A.D. 1903.

For protection of Postmaster-General.

3. Section 25 (For protection of Postmaster-General) of the Order of 1900 shall be amended as follows :—

(1) Subsection (3) thereof shall be read as if the words within brackets "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" were omitted and such words shall be deemed to be omitted from the said subsection :

(2) The following provision shall have effect in addition to and shall be read with the provisions contained in the said section :—

If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Corporation is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Corporation's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Corporation enter any of the Corporation's works for the purpose of inspecting the Corporation's plant and the working of the same and the Corporation shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Corporation pursuant to the Board of Trade regulations.

Purchase of company's undertaking.

4.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and shall be carried into effect accordingly Provided that the company shall upon the completion of the purchase of the undertaking of the company convey the same or the several portions thereof to the Corporation or as they shall direct but any increased cost incurred by the company by reason of their being required to convey such undertaking in portions shall be borne by the Corporation.

A.D. 1903.

(2) Upon the completion of the purchase by the Corporation of the undertaking of the company in pursuance of the scheduled agreement the rights powers authorities duties and obligations in relation to such undertaking conferred or imposed upon the company by the Poole Order and the Extension Order and by the Christchurch and Bournemouth Tramways Act 1900 and by the Act (if any) into which the company's Bill passes shall so far as the same are applicable and subject to the provisions of subsection (4) of the section of this Act whereof the marginal note is "Purchase and leasing of Poole undertaking" be transferred to and vested in and may be exercised by and shall attach to the Corporation in like manner as if the Corporation were named in the said Acts and Orders instead of the company and upon completion of the said purchase the several agreements specified in the Schedule to the scheduled agreement shall subject as aforesaid be as binding and of as full force and effect against or in favour of the Corporation and may be enforced as fully and effectually as if instead of the company the Corporation had been a party thereto.

(3) The purchase and carrying on of the said undertaking or any part thereof shall for all purposes (including the payment of expenses and the borrowing of money) be deemed to be purposes of the tramway undertaking of the Corporation.

(4) The acquisition of such undertaking shall not prejudice or affect any rights conferred upon the local authority for any district in which any part of the undertaking is situate to acquire such part thereof.

Release of deposit under Christchurch and Bournemouth Tramways Act 1900.

5. On the application of the depositors referred to in sections 35 and 36 of the Christchurch and Bournemouth Tramways Act 1900 or the survivors or survivor of them or the assigns of such survivor at any time after the completion of the purchase by the Corporation of the undertaking of the company in pursuance of the scheduled agreement the court may and shall order that the deposit fund referred to in the said sections shall notwithstanding anything in that Act be transferred to the said depositors survivors or survivor or assigns or as they or he shall direct.

Purchase and leasing of Poole undertaking.

6.—(1) The supplemental agreement is hereby confirmed and made binding on the parties thereto and shall be carried into effect accordingly Provided that nothing in this section or in the supplemental agreement shall prejudice or affect the company or their rights under the scheduled agreement or confer any rights against the company upon the Poole Corporation and the Branksome Council or either of them.

A.D. 1903.

(2) The provisions contained in the Poole Order and the Extension Order relating to the sale and purchase of the undertakings thereby authorised to the local authorities for the districts in which the same are situate (including the provisions as to payment of purchase money and expenses the borrowing of money and the effect of the sale) shall with the necessary modifications apply to the sale and purchase of the Poole undertaking in pursuance of the supplemental agreement.

(3) The provisions of the Light Railways Act 1896 relating to the appointment of a joint committee shall extend to the appointment of a joint committee for the purposes of this section Until otherwise agreed between the Poole Corporation and the Branksome Council the Third Schedule of the Light Railways Act 1896 shall apply to the said joint committee.

(4) Subject to the supplemental agreement upon the completion of the purchase by the Poole Corporation and the Branksome Council of the Poole undertaking in pursuance of the supplemental agreement the rights powers authorities duties and obligations in relation to such undertaking conferred or imposed upon the company by the Poole Order and by the Extension Order shall so far as the same are applicable notwithstanding anything in this Act contained be transferred to and vested in and may be exercised by and shall attach to the Poole Corporation and the Branksome Council in like manner as if they were named in the said Orders instead of the company and upon completion of the said purchase the several agreements specified in the Schedule to the scheduled agreement so far as the same relate to the Poole undertaking shall be as binding and of as full force and effect against or in favour of the Poole Corporation and the Branksome Council and may be enforced as fully and effectually as if instead of the company that Corporation and Council had been parties thereto.

(5)—(A) The Corporation shall immediately after the sale and purchase of the Poole undertaking has been completed construct and maintain all works necessary for effecting junctions of the tramways of the Corporation with the Poole undertaking at or near to the County Gates in Bournemouth.

(B) After the determination of the lease granted in pursuance of the supplemental agreement the Poole Corporation and the Branksome Council or any company body or person for the time being working the Poole undertaking may run over and use with their engines carriages and waggons and officers and servants in charge of engines carriages and waggons for the purpose of

A.D. 1903.

conveying passengers parcels and passengers' luggage only such portions of the tramways of the Corporation as are between the County Gates and the Square Bournemouth together with all sidings junctions plant machinery motive power apparatus works and conveniences of and connected with the same and the Corporation or any company body or person for the time being working the tramways of the Corporation shall have the like powers over and in respect of the Poole undertaking and as regards traffic conveyed by the Poole Corporation and the Branksome Council or the Corporation or any such company body or person aforesaid respectively they may respectively demand and take rates and charges upon and in respect of the portions of the tramways and light railways respectively run over not exceeding the rates and charges from time to time authorised to be demanded in respect thereof respectively.

(C) The terms conditions and regulations in respect of such use and the tolls and other consideration to be paid for the same shall (if not agreed upon) be from time to time determined in manner provided by the Tramways Act 1870 with respect to differences between promoters and a local authority.

(D) In running over and using the said portions of tramways and light railways respectively and in using any conveniences in accordance with the provisions hereinbefore contained the regulations and byelaws for the time being in force on those tramways and light railways respectively shall be at all times observed so far as such regulations and byelaws shall be applicable.

(E) The running powers hereby conferred shall be in substitution for the running powers granted by section 29 of the Order of 1900 section 58 of the Christchurch and Bournemouth Tramways Act 1900 section 17 of the Act of 1901 and section 9 of the Extension Order and those sections are hereby repealed as from the purchase by the Poole Corporation and the Branksome Council of the Poole undertaking.

(6) In this section the expression "the Poole undertaking" has the same meaning as in the supplemental agreement.

For protection of Christchurch Corporation.

7. For the protection of the mayor aldermen and burgesses of the borough of Christchurch (in this section referred to as "the Christchurch Corporation") the following provisions shall unless otherwise agreed between the Corporation and the Christchurch Corporation have effect (that is to say):—

(1) If the Corporation shall in the next session of Parliament promote a Bill to authorise the construction maintenance

and working of a line of tramways (in this section referred to as "the alternative tramway") in substitution partly for and connecting the same two termini as the Tramway No. 2A authorised by the Christchurch and Bournemouth Tramways Act 1900 the Christchurch Corporation shall consent to the introduction of such Bill and shall not oppose the passing thereof save so far as may be necessary to secure that reasonable protective clauses are inserted and that such arrangements as are reasonably necessary are made for widening of roads and bridges in respect of the alternative tramway Provided that the line of route shall be south of the London and South Western Railway line and shall join the route of the said Tramway No. 2A at a point not further from the commencement thereof than the junction of Stour Road with Barrack Road and from the said point to the termination of the said Tramway No. 2A in the borough of Christchurch shall follow the route of the last-mentioned tramway and that the provisions as to the method of construction of the alternative tramway shall be similar to those relating to the tramway for which it is in substitution:

(2) If the Corporation shall not as to Tramway No. 2A or the alternative tramway within two years and as to Tramway No. 2B authorised by the Christchurch and Bournemouth Tramways Act 1900 within five years after the passing of this Act have substantially commenced the construction thereof or if they shall not within three years in the case of Tramway No. 2A or six years in the case of Tramway No. 2B after the passing of this Act have duly completed and opened the same the Christchurch Corporation shall be at liberty upon giving one month's previous notice in writing to the Corporation that they intend proceeding under this subsection to exercise the powers of the Corporation in regard to the construction and completion of such portion of the said Tramways Nos. 2A and 2B or of the alternative tramway (as the case may be) as may be intended to be situate within the borough of Christchurch and forthwith upon the completion thereof the Corporation shall accept and the Christchurch Corporation shall grant to the Corporation a lease of the portion of tramways so constructed by the Christchurch Corporation for a period of thirty years from the completion thereof at such a rent as will within that period

A.D. 1903.

provide year by year the whole of the interest and instalments of principal in respect of loans required to meet the expenditure of the Christchurch Corporation in connection with such portion of tramways (such expenditure and such interest and instalments to be limited and kept down to as reasonable an amount as possible) and in other respects upon such terms involving neither loss nor profit to the Christchurch Corporation as may in default of agreement between the Corporation and the Christchurch Corporation be settled by arbitration in manner provided by this section Provided that the powers by this subsection given to the Christchurch Corporation shall not apply to Tramway No. 2B unless the Hampshire County Council and all other bodies and persons interested consent to waive all obligations and objections as to the widening of bridges and roads in reference to Tramway No. 2B so as to allow the same to be laid as a single line with such passing places as shall be reasonably necessary:

(3) If so required by the Corporation by notice in writing given before the first day of September next the Christchurch Corporation shall at the expense of the Corporation apply in the next session of Parliament by Bill or Provisional Order for powers to construct in lieu of the Corporation such portion of the said Tramway No. 2A or of the alternative tramway in substitution therefor (whichever the Corporation may decide) and of the said Tramway No. 2B as is to be situate within the borough of Christchurch and the Corporation shall give the Christchurch Corporation such assistance in relation to the application as the Christchurch Corporation may reasonably require and in the event of the powers being obtained the Christchurch Corporation shall when requested by the Corporation so to do construct such tramways and as soon as they shall have completed the construction thereof grant to the Corporation and the Corporation shall accept a lease thereof for a similar period at a similar rent and upon similar terms to those mentioned in subsection (2) of this section:

(4) If the portion of the said Tramway No. 2A or of the alternative tramway (as the case may be) and of the said Tramway No. 2B within the borough of Christchurch is constructed by the Christchurch Corporation under the provisions of this section the Corporation shall proceed

concurrently with the construction of the remaining portion thereof and shall complete the same at or before the date at which the Christchurch Corporation are bound to complete the portion within their borough and any questions which may arise with respect to the joining up of the portions of tramway constructed by the Corporation and the Christchurch Corporation respectively shall be settled by arbitration in default of agreement between the two Corporations:

(5) Section 43 of the Tramways Act 1870 shall in its application to so much of the tramway undertaking as is situate in the borough of Christchurch and to the Corporation in relation thereto be modified by the substitution of the period of thirty-five years for the period of twenty-one years mentioned in the said section Provided that if the Christchurch Corporation so decide by resolution in manner provided by the said section they may within six months after the expiration of a period of twenty-five years from the date of the passing of this Act with the approval of the Board of Trade by notice in writing require the Corporation to sell and thereupon the Corporation shall at the expiration of such twenty-five years sell to them so much of the tramway undertaking as is within the borough of Christchurch and the Christchurch Corporation shall purchase the same upon terms of paying the fair market value of such part of the tramway undertaking as a going concern but without any allowance for compulsory purchase and quite independently of other local authorities purchasing or not and such value shall in case of difference be determined by arbitration in manner provided by this section and such purchase shall for the purpose of transferring to and vesting in the Christchurch Corporation the rights powers and authorities of the Corporation in respect to the portion of the tramway undertaking sold and of enabling the Christchurch Corporation to pay the purchase money and all expenses incurred by them in the purchase be deemed to be a purchase under the Tramways Act 1870:

(6) Subject to the provisions of the Bournemouth Corporation Tramways Acts 1900 to 1903 and of any regulations made thereunder by the Board of Trade and of any byelaws for the time being in force with respect to the tramways of the Corporation the Christchurch Corporation may at such times and in such manner as they think fit between the hours of twelve at night and six in the morning but so as not to

A.D. 1903.

unduly impede obstruct or interfere with the ordinary traffic on the tramways use the tramways of the Corporation within the borough of Christchurch by carriages moved by horses or otherwise for the removal of night soil and house refuse and for the conveyance of scavenging stuff road metal and any materials required by the works of the Christchurch Corporation free of all tolls and charges in respect of such use Subject as aforesaid the Christchurch Corporation may enter into agreements with the Corporation for the purposes of this subsection and the Christchurch Corporation shall have power to form connections between the tramways of the Corporation and any yards or works belonging to the Christchurch Corporation Provided as follows :—

(A) In the construction of any such connection no damage shall be done to the tramways and the Christchurch Corporation shall have first submitted to the Corporation plans showing such connections or works and the mode of constructing the same and if any question arises as to such plans or the mode of constructing such works that question shall be referred to arbitration under this section ;

(B) The Christchurch Corporation shall not save by agreement with the Corporation be entitled to use or employ for the purposes mentioned in this subsection any carriages trucks horses electric current or other motive power or any officers and servants of the Corporation ;

(C) The Christchurch Corporation shall indemnify the Corporation against any damage done to the permanent way through the negligence of the officers or servants of the Christchurch Corporation or the improper use of the powers of this subsection :

(7) If any difference shall arise between the Corporation and the Christchurch Corporation as to the construction of this section or as to the rights duties or liabilities of either the Corporation or the Christchurch Corporation under this section or as to any act matter or thing regulated by or referred to in this section the same shall unless any other method for the determination thereof is by this section expressly provided be determined by the arbitration of some fit and proper person to be agreed upon between the Corporation and the Christchurch Corporation or failing such agreement to be appointed on the application of either party by the Board of Trade.

Power to maintain tramways authorised by Order of 1900.

8. The tramways authorised by the Order of 1900 shall be deemed to have been duly constructed in accordance with the provisions of section 18 of the Tramways Act 1870.

Power to accept lease of tramways outside borough.

9. The Corporation may accept a lease of any tramways which form junctions with any tramways for the time being belonging or leased to the Corporation or of the right of user of such tramways and of demanding and taking tolls rates and charges in respect thereof and in the event of the Corporation accepting any such lease they shall during the term and subject to the provisions thereof be entitled to exercise and be subject to the rights powers duties and obligations conferred or imposed upon the lessor of the tramways so leased relating to the working of such tramways and to the demanding taking and recovering of tolls rates and charges in respect thereof.

Working agreements.

10.—(1) The Corporation on the one hand and the owner or lessee of any tramway within or beyond the borough which can be worked with any of the tramways of the Corporation (each of whom is in this section referred to as "the owning authority") on the other hand may subject to the provisions of this Act enter into and fulfil contracts and agreements with respect to the following purposes or any of them and all matters incidental or necessary thereto (that is to say):—

(A) The working running over use management occupation and maintenance by anyof the contracting parties of the undertakings and tramways of or leased to the other or others of them or any part or parts thereof respectively:

(B) The supply to any of the contracting parties of motive power by the other or others of them:

(C) The interchange accommodation and forwarding of carriages passengers and traffic coming from or destined for the respective undertakings of or leased to or worked by the contracting parties or any of them:

(D) The fixing payment collection and apportionment of tolls rates charges or other receipts arising upon the respective tramways.

(2) For the purposes and during the continuance of any such agreement the Corporation or the owning authority working running over managing occupying or maintaining any tramways shall in accordance with and to the extent provided by such agreement have and may exercise in respect of the tramways worked run over managed occupied or maintained by them all such and the like

A.D. 1903.

powers rights and remedies for the taking collection and recovery of rates and charges and otherwise howsoever as are by or under the Acts or Orders respectively relating to such tramways conferred upon the Corporation or the owning authority.

(3) No electrical energy shall be supplied or shall continue to be supplied under the provisions of this section in any district in which any local authority company or person are or shall be authorised to supply energy under statutory authority without the consent in writing of such local authority company or person.

(4) For the purposes of this section and of the last preceding section of this Act a tramway shall include a light railway which can be worked in connection with the tramways of the Corporation.

Restriction as to leasing or working tramways in Dorsetshire.

11. Notwithstanding anything contained in this Act or in the agreements scheduled thereto the Corporation shall not accept a lease of or enter into a contract or agreement with respect to the working running over use management occupation or maintenance of any tramways in the county of Dorset (except in the borough of Poole and the urban district of Branksome) in pursuance of either of the last two preceding sections of this Act unless they obtain the consent of the county council of Dorset Provided that such consent shall not be unreasonably withheld where the acceptance of the lease or the entering into the contract or agreement is desirable in the public interests and in the event of any difference under this section the same shall be determined by the Board of Trade on the application of either party or of the local authority or authorities of any district or districts proposed to be served by such tramways.

Power to work tramways.

12. Notwithstanding anything in the Tramways Act 1870 to the contrary the Corporation may place and run carriages on and may work and may demand and take tolls and charges in respect of any tramways and any light railways for the time being belonging or leased to them or over which they exercise running powers and in respect of the use of such carriages and may provide such stables buildings carriages trucks harness engines machinery apparatus horses steam cable electric and other plant appliances and conveniences as may be requisite or expedient for the convenient working or user of the said tramways or light railways by animal or mechanical power.

Regulations by Corporation.

13. The regulations authorised by the Tramways Act 1870 to be made by the promoters of any tramway and their lessees may with respect to any tramways or portions of tramways for the time

being belonging or leased to and worked by the Corporation be made by the Corporation alone.

Power to borrow.

14.—(1) The Corporation may independently of any other borrowing power borrow at interest money for the following purposes (that is to say) :—

(A) For the purchase of the undertaking of the company and for defraying the costs and expenses incident to such purchase and to the transfer of such undertaking to the Corporation (other than the costs of this Act) the sum requisite for those purposes :

(B) For paying the costs charges and expenses of this Act as hereinafter provided and for paying the costs incurred by the Corporation in the said action the sums requisite for those purposes :

(C) With the consent of the Board of Trade such money as may be necessary for any of the purposes of the tramway undertaking of the Corporation or of this Act.

(2) In order to secure the repayment of the money borrowed under this section and the payment of the interest thereon the Corporation may mortgage or charge the revenue of the tramway undertaking of the Corporation and the borough fund and borough rate or either of those securities.

(3) The Corporation shall pay off all money borrowed by them under this section within the respective periods following (that is to say) :—

As to money borrowed for the purposes (A) within thirty years from the date or dates of borrowing the same :

As to money borrowed for the purposes (B) within five years from the date or dates of borrowing the same :

As to money borrowed with the consent of the Board of Trade within such period as that Board may sanction.

Mode of raising money.

15. The Corporation may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in another or others Provided that the provisions of the Bournemouth Corporation Act 1897 relating to sinking funds shall apply to sinking funds formed for the repayment of moneys borrowed under the Local Loans Act 1875 instead of the provisions of section 15 of that Act.

A.D. 1903.

Application of certain sections of Bournemouth Corporation Act 1897.

16. The following sections of the Bournemouth Corporation Act 1897 shall extend and apply mutatis mutandis to the powers conferred upon the Corporation by this Act :—

Section 15 (Certain sections of Public Health Act as to mortgages to apply) :
Section 17 (Payment off of money borrowed) :
Section 18 (Provisions as to sinking fund) except subsection (2) :
Section 19 (Application of sinking fund) :
Section 20 (Power to re-borrow) :
Section 21 (Protection of lender from inquiry) :
Section 22 (Corporation not to regard trusts) :
Section 23 (Annual return to Local Government Board with respect to sinking fund) :
Section 24 (Application of money borrowed).

Copy of Act to be registered.

17.—(1) The Corporation shall forward to the Registrar of Joint Stock Companies a printed copy of this Act and it shall be recorded by him and if such copy is not forwarded within three months from the passing of this Act the Corporation shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the copy is omitted to be forwarded and every penalty shall be recovered summarily.

(2) There shall be paid to the Registrar by the Corporation on such copy being recorded the like fee as is for the time being payable under the Companies Act 1862 on registration of any document other than a memorandum of association.

Costs of Act.

18. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation and may be paid in the first instance out of any moneys in their hands but shall be charged to and recouped by the moneys borrowed under the provisions of this Act.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the eleventh day of March one thousand nine hundred and three between the POOLE AND DISTRICT ELECTRIC TRACTION COMPANY LIMITED a company incorporated under the provisions of the Companies Acts and having its registered office at Donington House Norfolk Street Strand in the county of London (hereinafter called "the company") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BOURNEMOUTH (hereinafter called "the Corporation") of the other part.

WHEREAS the company are the owners of certain light railways in the borough of Poole and in the county of Dorset between Poole and County Gates constructed and now being worked by the company under the powers of the Poole and District Light Railway Order 1899 confirmed by the Board of Trade on the seventeenth day of August one thousand eight hundred and ninety-nine (hereinafter called "the Poole Order"):

And whereas by the Poole and District Light Railway (Extension) Order 1903 (hereinafter called "the Extension Order") confirmed by the Board of Trade on the fifth day of February one thousand nine hundred and three the company are authorised to construct in connection with their aforesaid light railways a further light railway in the borough of Poole and the urban district of Branksome in the said county of Dorset:

And whereas by the Bournemouth Corporation Tramways Order 1900 (confirmed by the Tramways Orders Confirmation (No. 5) Act 1900) and the Bournemouth Corporation Act 1901 respectively the Corporation were authorised to construct and work certain tramways including among the tramways authorised by the said last-mentioned Order a tramway either wholly or in part co-extensive with the Tramway No. 2 authorised by the Christchurch and Bournemouth Tramways Act 1900 hereinafter mentioned and so far as the same is co-extensive as aforesaid hereinafter referred to as "the alternative tramway":

And whereas by the Christchurch and Bournemouth Tramways Act 1900 (hereinafter called "the Christchurch Act") the company were empowered to construct and work certain tramways from Christchurch to Bournemouth in the county of Southampton including a tramway therein and hereinafter called Tramway No. 2 but the said last-mentioned Act in effect provided that the construction of Tramway No. 2 should not be commenced until after the first day of August one thousand nine hundred and two and if before that date the Corporation should have exercised their powers under the Bournemouth

A.D. 1903.

Corporation Tramways Order 1900 in relation to the construction of the alternative tramway the powers of the company to construct Tramway No. 2 should determine:

And whereas no tramway has yet been constructed by the company under the Christchurch Act And whereas in the early part of last year the Corporation not having then constructed the alternative tramway questions arose as to whether the powers of the Corporation under the Bournemouth Corporation Tramways Order 1900 had not expired and an action (1902.—P.—No. 485) was commenced in the Chancery Division of the High Court of Justice by His Majesty's Attorney-General at the relation of the company and the company as co-plaintiffs against the Corporation as defendants to restrain the Corporation from continuing to construct the said last-mentioned tramway and for other relief and by an order of the Court of Appeal dated the fifteenth day of July one thousand nine hundred and two and made in the said action the Corporation were restrained from continuing to construct any of the tramways authorised by the Bournemouth Corporation Tramways Order 1900 and were ordered to remove all parts of such tramways already constructed the operation of the said injunction being however suspended until the fifth day of August one thousand nine hundred and two and by a subsequent order of the Court of Appeal dated the fifth day of August one thousand nine hundred and two the operation of the said injunction was further suspended pending an appeal by the Corporation to the House of Lords against the said order of the fifteenth day of July one thousand nine hundred and two upon certain undertakings therein mentioned:

And whereas the Corporation's said appeal to the House of Lords is now pending:

And whereas the parties hereto are desirous of settling all matters in difference between them upon the terms hereinafter contained:

Now these presents witness and it is hereby mutually agreed by and between the said parties hereto as follows:—

1. In these presents the expression "the Poole undertaking" shall mean the light railways and works of the company constructed under the Poole Order and all real and personal property whatsoever exclusively belonging to or used by the company for the purposes of or in connection with the said railways and works or any of them or the management or working thereof respectively and all the rights powers and privileges of the company under the Poole Order and the expression "the extension railway" shall mean the railway authorised to be constructed by the Extension Order.

2. The company shall sell and the Corporation shall purchase upon the terms and subject to the provisions hereinafter contained the following property (that is to say):—

(1) The Poole undertaking as a going concern on the day hereinafter fixed for the completion of the purchase (hereinafter called "the appointed day") Together with the benefit of the Extension Order and all the rights powers and privileges of the company thereunder:

(2) All the rights powers and privileges conferred upon the company by the Christchurch Act or by any Act to be passed in the present session

of Parliament to extend the time limited for the completion of and the purchase of lands for the works authorised by the Christchurch Act or for other purposes :

(3) All that piece or parcel of land situate at or near Bargates in the parish of Christchurch in the said county of Southampton recently purchased by the company as a site for a car depôt for the purposes of the Christchurch Act.

3. As the consideration for the aforesaid sale and purchase the Corporation shall pay to the company the following sums (that is to say) :—

(1) The sum of £5500:

(2) A sum (to be ascertained in case of difference by arbitration under the arbitration clause hereinafter contained) equal to the fair market value as a going concern of the Poole undertaking and for the purpose of determining such fair market value the arbitrators or umpire shall take as the basis of their or his calculations the balance sheet of the company made up to the 31st December 1901 and shall also have regard to and take into account—

(i) Any prospective increase of profits likely to accrue during the period under the Poole Order and the Extension Order; and

(ii) The value (if any) of the statutory running powers of the company enabling the carriages of the company entering the borough of Bournemouth from the west or returning therefrom to run over rails of the Corporation ; and

(iii) Any other circumstances which in their or his opinion ought properly to be taken into account in arriving at the fair market value:

(3) A sum to be determined in case of difference by arbitration as aforesaid equal to the costs and expenses incurred by the company upon or in connection with the Bill for and the obtaining of the Christchurch Act and the Bill promoted by the company in the present session of Parliament the costs and expenses of such last-mentioned Bill to be taxed if the Corporation so desire by the taxing officer of one of the Houses of Parliament :

(4) A sum to be ascertained by arbitration as aforesaid equal to the fair market value of—

(A) The rights powers and privileges of the company under the Christchurch Act (so far as the value of such rights powers and privileges shall exceed the costs and expenses of that Act) regard being had to all duties obligations and liabilities of the company in respect of the undertaking authorised by that Act which are to be taken over by the Corporation and except so far as the said rights powers and privileges relate to Tramway No. 2 or confer running powers into Bournemouth from the east ; and

(B) The rights powers and privileges of the company under the Extension Order regard being had to all duties obligations and liabilities of the company in respect to the undertaking authorised by that Order which are to be taken over by the Corporation ; and

A.D. 1903.

(5) The sum of £350 in respect of the said piece or parcel of land purchased by the company as aforesaid.

4. The sale is made subject to but with the benefit of the several contracts specified in the Schedule hereto and subject also to all liabilities and engagements of the company incurred or entered into in the ordinary course of business for the purposes of or in connection with the Poole undertaking and outstanding or undischarged upon the appointed day and the Corporation shall keep the company indemnified against all such contracts liabilities and engagements and all claims and demands in respect thereof and also against all claims in respect of the statutory obligations imposed upon the company by the Poole Order the Extension Order and the Christchurch Act or any of them The Corporation is not to take over the contract dated the 22nd day of October 1901 and made between the company of the one part and the British Electric Traction Company Limited and William Martin Murphy of the other part for the construction of tramways under the Christchurch Act or any contract relating to the undertaking authorised by that Act except the agreements of the 25th April 1900 the 12th February and the 17th July 1902 specified in the Schedule hereto and the company shall keep the Corporation indemnified against all contracts not taken over.

5. The company shall not after the date hereof without the written consent of the Corporation enter into undertake or accept any contract obligation or liability (except such obligations as are ordinarily inserted in Tramway Bills or as may be imposed upon them by Parliament) in respect of or in connection with the tramways authorised by the Christchurch Act or enter into or undertake except in the ordinary course of business any contract obligation or liability in respect of or in connection with the Poole undertaking.

6. The title of the company to the property hereby agreed to be sold (except to the said piece of land) shall be accepted by the Corporation without investigation The company shall deliver an abstract of their title to the said piece of land commencing with an indenture dated the 4th day of March 1888.

7. The purchase shall be completed upon the expiration of three calendar months from the date when the Act confirming this agreement shall receive the Royal Assent or if circumstances occur to delay such completion at such later date not being subsequent to the 31st day of March 1904 as shall be agreed between the parties or in case of difference be determined by arbitration under the arbitration clause hereinafter contained and upon completion the Corporation shall pay to the company the purchase money payable under this agreement.

8. If from any cause whatever the completion of the purchase shall be delayed beyond the appointed day then as from the appointed day until actual completion the company shall carry on the Poole undertaking and maintain the railways works and plant belonging thereto for their own benefit and receive and take the profits and discharge all outgoings in respect thereof Until payment to the company by the Corporation of the said aggregate amount the Corporation shall not be entitled to actual possession of the Poole undertaking.

9. If the purchase is completed the company shall release the Corporation from their liability to pay costs under the said orders of the Court of Appeal and shall not in the meantime enforce such liability.

10. The said appeal of the Corporation to the House of Lords shall not be proceeded with pending the promotion of the Bill to confirm this agreement hereinafter referred to and if this agreement shall be confirmed by Act of Parliament the said appeal shall be wholly abandoned without costs on either side or if the said agreement having been confirmed as aforesaid the said appeal be not abandoned the Corporation shall pay to the company their taxed costs as between solicitor and client of such appeal and shall not be entitled to ask for or have any costs against the company in respect of the action or such appeal or to ask for or have either of the said orders of the Court of Appeal so far as they relate to costs varied or reversed.

11. The Corporation shall at their own expense in the present session of Parliament promote a Bill for the purpose of obtaining the confirmation by Parliament of this agreement such Bill to contain all such clauses and provisions as may be necessary and proper to enable this agreement to be carried into effect and shall use their best endeavours to get the said Bill passed into law and the company shall at the request and cost of the Corporation do all such acts and things as the Corporation may reasonably require for the purposes aforesaid.

12. In the event of this agreement becoming void or being rescinded under the provisions hereinafter contained the undertakings contained in the said order of the Court of Appeal of the 5th August 1902 shall not be in any way prejudiced or affected by the execution of this agreement or anything contained in this agreement or done by either party hereunder.

13. If at any time hereafter any dispute difference or question shall arise between the parties hereto touching the construction meaning or effect of these presents or any clause or thing contained herein or the rights or liabilities of the said parties respectively under these presents or otherwise howsoever in relation to the premises then every such dispute difference and question shall be referred to the arbitration of two indifferent persons one to be appointed by each party to the reference or their umpire and this shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply as far as applicable.

14. This agreement is subject to such alterations (if any) as Parliament may think fit to make therein Provided that if either House of Parliament shall make any material alteration in this agreement it shall be competent to either party by notice in writing to the other to rescind the same such notice to be given if such alteration shall be made in the First House before the said Bill shall have been read a first time in the Second House and if such alteration shall be made in the Second House forthwith If notice shall be given by either party under this clause this agreement shall be rescinded and of none effect and the Bill in Parliament so far as it relates to the confirmation of this agreement shall not be proceeded with.

A.D. 1903.

15. This agreement is conditional upon the same being confirmed by Act of Parliament and if the agreement shall not be so confirmed before the end of the session of 1903 the same shall become and be wholly null and void.

In witness whereof the parties hereto have hereunto set their respective common seals the day and year first above written.

The SCHEDULE above mentioned.

18 October 1899 Agreement of this date made between the company of the one part and the mayor aldermen and burgesses of the borough of Poole in the county of Dorset of the other part.

25 April 1900 Agreement of this date made between the mayor aldermen and burgesses of the borough of Christchurch of the one part and the company of the other part.

28 September 1900 Agreement of this date made between the Bournemouth and Poole Electricity Supply Company Limited of the one part and the company of the other part.

17 July 1902 Agreement of this date made between the Bournemouth and Poole Electricity Supply Company Limited of the one part and the company of the other part.

17 November 1902 Agreement of this date made between the company of the one part and the mayor aldermen and burgesses of the borough of Poole of the other part.

12 February 1902 Agreement of this date made between the mayor aldermen and burgesses of the borough of Christchurch of the one part and the company of the other part.

The common seal of the Poole and District Electric Traction Company Limited was hereunto affixed in the presence of

SEAL.

E. GARCKE
G. CORNWALLIS-WEST } Directors.

R. P. SIMPSON Secretary.

The common seal of the before-named mayor aldermen and burgesses of the borough of Bournemouth was hereunto affixed at a meeting of the council in the presence of

SEAL.

GEO. WM. BAILEY
Town Clerk.

J. ELMES BEALE
Mayor.

THE SECOND SCHEDULE.

AN AGREEMENT made the fifth day of May one thousand nine hundred and three between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BOURNEMOUTH (hereinafter called "the Bournemouth Corporation") of the first part the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF POOLE (hereinafter called "the Poole Corporation") of the second part and the URBAN DISTRICT COUNCIL OF BRANKSOME (hereinafter called "the Branksome Council") of the third part.

WHEREAS the Bournemouth Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bournemouth Bill") authorising them amongst other things to acquire the undertaking of the Poole and District Electric Traction Company Limited (hereinafter called "the company") which undertaking by an agreement dated the eleventh day of March one thousand nine hundred and three made between the company of the one part and the Bournemouth Corporation of the other part (hereinafter called "the scheduled agreement") the Bournemouth Corporation contracted subject to the sanction of Parliament to purchase on certain terms therein mentioned:

And whereas the undertaking of the company includes certain already constructed light railways partly in the borough of Poole and partly in the urban district of Branksome (hereinafter called "the light railways") and certain powers to construct in connection with the light railways a further light railway in the borough of Poole (hereinafter called "the extension railway") which light railways and extension railway including all real and personal property whatsoever (except rolling stock) exclusively belonging to or used by the company for the purpose or in connection with the said railways and the works thereof or the management or working thereof respectively and all rights powers and privileges of the company in respect thereof subject to all obligations statutory or otherwise are hereinafter referred to collectively as "the Poole undertaking":

And whereas it has been agreed between the parties hereto that the Poole undertaking shall be purchased by the Poole Corporation and the Branksome Council jointly and be immediately thereafter leased to the Bournemouth Corporation and that the parties shall enter into the agreement hereinafter contained:

A.D. 1903.

Now these presents witness that the said parties hereto jointly and severally mutually covenant and agree with the other and others of them respectively as follows :—

1. This agreement is subject to and conditional upon the Bournemouth Bill being passed by Parliament and is also subject to and conditional upon its being confirmed by the Act into which that Bill shall pass and the Bournemouth Corporation shall use their best endeavours to secure the passing of the said Bill and the confirmation of this agreement and the other parties hereto shall at the request of the Bournemouth Corporation assist that Corporation in their said endeavours.

2. The Bournemouth Corporation will immediately upon the passing of the Bournemouth Bill but subject and in manner hereinafter declared take all such steps as may be necessary to agree with the company or have determined by arbitration the purchase price to be paid for the purchase of the Poole undertaking under and in accordance with the terms and provisions of the scheduled agreement clause 3 (2) and (4) (B) and thereupon upon payment to them or to the company at their request by the Poole Corporation and the Branksome Council (who are hereinafter jointly referred to as "the purchasing authorities") (which payment the purchasing authorities hereby agree to make in equal shares) of the purchase price fixed as aforesaid as the consideration for the said purchase from the company they the Bournemouth Corporation will procure to be executed by the company a conveyance of the Poole undertaking from the company to the purchasing authorities or will otherwise have that undertaking duly vested in the purchasing authorities as if the purchasing authorities had been the authority contracting for the purchase thereof under the scheduled agreement subject as in the scheduled agreement mentioned to all liabilities and engagements of the company incurred or entered into in the ordinary course of business for the purposes of or in connection with the Poole undertaking and outstanding or undischarged upon the completion of the purchase against all which contracts liabilities and engagements and all claims and demands in respect thereof the purchasing authorities shall thereafter indemnify the company and the Bournemouth Corporation (except as hereinafter mentioned) as well as all claims in respect of any statutory obligations imposed upon the company in respect of the Poole undertaking.

3. The Bournemouth Corporation before agreeing with the company as to the purchase price to be paid for the Poole undertaking and the powers to be acquired in connection therewith as in the last paragraph specified shall confer with and act under the instructions of the purchasing authorities thereon and shall not offer any sum as such purchase price nor agree to any terms relating to such purchase greater than the amount or more onerous than the terms approved by the purchasing authorities.

4. Immediately upon the said conveyance being completed the purchasing authorities shall grant to the Bournemouth Corporation who shall accept a lease of the Poole undertaking for the term of 30 years which lease (hereinafter called "the first lease") shall contain all reasonable terms provisions

agreements stipulations and conditions and particularly the following terms provisions stipulations and conditions:—

(A) The rent to be reserved shall be an annual sum which having regard to the rate at which the purchasing authorities can at the time of the granting of the lease borrow money and invest sinking funds shall be sufficient to enable the purchasing authorities to repay the principal and interest on moneys borrowed by them to defray the cost to them of the Poole undertaking (including the purchase price to be fixed for that undertaking under the scheduled agreement all moneys paid by the purchasing authorities under clause 2 of this agreement and their costs as herein provided) by equal yearly or half-yearly instalments of such principal and interest within the period of 30 years or if the purchasing authorities or either of them elect to establish a separate sinking fund therefor shall be sufficient to enable such authorities or authority therewith to pay (1) the actual interest upon the said cost to them of the Poole undertaking (including the purchase price moneys and costs as aforesaid) and (2) such further yearly sum as it shall be necessary for such authorities or authority to provide in each year of the lease and pay into an accumulating sinking fund for redemption of the loan within the period of 30 years for redemption thereof due regard being had to the proceeds of the investment of such sinking fund The said rent shall commence to be payable as from the date of the lease of the Poole undertaking and shall be paid by equal half-yearly payments the first payment thereof to be made within six months from the date of the lease:

(B) A covenant by the Bournemouth Corporation that they will work and use the Poole undertaking to all intents and purposes as part of the tramways and light railway systems belonging to them and will run engines carriages and waggons over the whole of the same not less frequently than the present service thereover:

(C) A covenant that the Bournemouth Corporation as lessees will during the lease at their own cost keep in repair or cause to be kept in repair the permanent way of the light railways and extension railway and any other lines that may be leased to them (including so much of any road whereon the said railways are laid as the company would have been under obligation to repair had the undertaking remained vested in them) and also the electrical equipment thereof and poles and apparatus in connection therewith and that the Bournemouth Corporation shall be at liberty during the lease but shall not be compellable to provide all reasonable improvements therefor in order to work the same in the same beneficial and economical manner as on their own system:

(D) A provision that the Bournemouth Corporation will charge local fares not higher than the present fares in Poole and Branksome and will also provide that persons shall travel to and from The Square Bournemouth from and to the present Poole terminus at a through fare of not exceeding fourpence:

A.D. 1903.

(E) A provision that the Bournemouth Corporation shall forthwith after the granting of the first lease and at their own cost do such works as may be necessary for making and maintaining a connection between their said Bournemouth tramways and the Poole undertaking at the County Gates and thereafter shall work the Poole undertaking and the said tramways as one system and that the Bournemouth Corporation or other the company or person working the Poole undertaking will maintain upon the existing lines at least as frequent a service of cars during all hours of the day and night as is at present provided by the company and will not without the consent of the Branksome Council increase the amount of the fares at present payable in respect of any journey by persons travelling by tramway to from or in Branksome and will grant the same facilities and fares to workmen travelling from and to Bournemouth to and from any part of Branksome as they grant to workmen travelling upon any portion of the Bournemouth tramway system and will at all times give equal treatment as to facilities for travelling and fares as are enjoyed by the public generally over their system in Bournemouth and in particular will give equal treatment as to facilities and fares to persons travelling from The Square Bournemouth to any part of Branksome traversed by tram-lines as to persons travelling from The Square or other place near the centre of Bournemouth towards Winton Moordown and Pokesdown and when the Bournemouth Corporation shall allow travellers by tram in Bournemouth to travel any three penny stages for twopence they shall give the same advantages and charge the same fares to persons travelling from The Square Bournemouth into Branksome and vice versâ that is giving two penny stages in Bournemouth and one penny stage in Branksome for twopence :

(F) A provision that the Bournemouth Corporation will not use the Poole undertaking for the purpose of conveying goods minerals parcels and animals so as to be a nuisance or discontinue the present Sunday traffic or do anything to prejudicially affect the same :

(G) A reservation to the purchasing authorities of their rights under subsection (2) of section 34 of the Poole and District Light Railway Order 1899 :

(H) Provision for sub-letting to the Bournemouth Corporation of the benefit and obligations during the lease of the contracts so far as they relate to the Poole undertaking made between the company and the Bournemouth and Poole Electricity Supply Company Limited dated the 28th September 1900 and the 17th July 1902 referred to in the scheduled agreement being the contracts for the supply of electrical energy for the working of the Poole undertaking :

(I) A clause giving the right to the Bournemouth Corporation to assign or underlet the Poole undertaking to any company or person to whom the Corporation may have decided to lease their tramway undertaking in the borough of Bournemouth :

(J) A clause that the Bournemouth Corporation will be answerable for all accidents damages (other than reasonable wear and tear occasioned to the tramways in the exercise of the powers granted by the lease) or injury done or occasioned by the servants workmen or carriages of the Bournemouth Corporation or their assignees or sub-lessees or other the company or person working the undertaking by agreement with the Bournemouth Corporation to or upon the Poole undertaking and whether mentioned or referred to in the Orders authorising the Poole undertaking or not and will save harmless and keep indemnified the purchasing authorities from all accidents damages costs charges or expenses occasioned by or in respect of any such damage or injury as aforesaid and further will save harmless and keep indemnified the purchasing authorities from all actions proceedings claims and demands in respect of all accidents damages and injuries caused or happening through or by reason of any act or default of the Bournemouth Corporation or their assignees or sub-lessees or other the company or person working the undertaking by agreement with the Bournemouth Corporation or any person in their employment or through or by reason of the neglect default or omission of the Bournemouth Corporation to observe and perform any of the covenants stipulations or conditions of the lease:

(K) A stipulation that the Bournemouth Corporation will during the lease notwithstanding that the Poole undertaking has been purchased by the purchasing authorities observe and perform all the obligations contained in the said Orders authorising the Poole undertaking or in the several agreements relating thereto dated the 18th October 1899 and the 17th November 1902 between the company and the Poole Corporation and which on the part of the company are to be observed and performed so far as the same are properly applicable to them as lessees or as the body working the light railways leased to them and having the obligation to repair the same and the electrical equipment thereof in the same manner as though the said undertaking still remain vested in the company:

(L) A reservation to the purchasing authorities of their rights as local or road authorities to repair and keep in repair at the expense of the Bournemouth Corporation such part of the roadways over or along which the said light railways are laid or to be laid as the company are under an obligation to repair and maintain:

(M) A stipulation that the purchasing authorities shall at the request of the Bournemouth Corporation put in such passing places sidings loops or junctions or execute such works of a minor character as may be reasonably necessary for the convenient working of the Poole undertaking charging the cost thereof to the capital outlay upon which the rent is to be calculated as before mentioned:

A.D. 1903.

(N) A power of distress on any goods or chattels of the Bournemouth Corporation and whether situate and being on the said light railways or otherwise on non-payment of rent in arrear for 21 days and a power of re-entry on non-payment of rent for 40 days and a covenant for quiet enjoyment the rent being paid and covenants and agreements observed:

(O) A provision in similar terms to the clause hereinafter contained for reference of disputes to arbitration.

5. In the event of the completion of the purchase by the purchasing authorities being delayed from any cause other than their own default and the purchasing authorities sustaining any loss through having to pay interest from the date fixed for completion up to the date of actual completion on any loan that may have been arranged for in order to pay the purchase price on the date fixed for completion the Bournemouth Corporation shall repay to the purchasing authorities any such loss.

6. The purchasing authorities shall unless the Bournemouth Corporation otherwise agree but in any event may if they think fit within two years at their equal joint expense construct the extension railway of such materials and in such manner as may be agreed between the Bournemouth Corporation and the purchasing authorities and upon the same being completed shall grant a lease thereof which the Bournemouth Corporation will accept upon terms and conditions similar in all respects to those contained in the first lease except that the subsequent lease shall be made to terminate at the same time as the first lease and also except that the rent to be reserved shall be an amount sufficient to cover interest and repayment of principal or sinking fund (calculated on like principles as in the case of the first lease) for the redemption within a period of thirty years of the capital cost of construction thereof which capital cost the purchasing authorities shall use their best efforts to limit and keep down.

7. The Bournemouth Corporation upon the granting of the said first lease shall purchase the rolling stock and all personal property whatsoever belonging to the Poole undertaking at such price as may be agreed or as may be fixed by the arbitrator in the arbitration pursuant to the scheduled agreement They shall also from time to time repair and renew the same as may be required and so that the same may be always in good condition and suitable for use.

8. If after the granting of the said lease any extension lines shall be constructed by the purchasing authorities alone or jointly with any other authority or person with the concurrence of the Bournemouth Corporation or without such concurrence but with the approval of the Board of Trade after hearing the parties for and against the construction thereof the purchasing authorities and such authority or person (if any) shall grant and the Bournemouth Corporation shall accept a lease of such extensions provided that the same can be conveniently worked in connection with the lines already leased to them at such rent as the Board of Trade may decide to be fair having

regard to the costs of such extension and to the probable earning power thereof and all other circumstances proper to be taken into account.

9. After the completion of the purchase by the purchasing authorities they shall be at liberty to perform the obligations which the company are under to the Poole Corporation by virtue of the agreements of the 18th October 1899 and 17th November 1902 made between the company and the Poole Corporation referred to in the scheduled agreement (with the exception of the obligations contained in clause 3 of the said agreement of the 17th November 1902) the purchasing authorities making all reasonable efforts to keep down the cost of so doing and to charge such cost to the capital outlay on which the rent under the lease is to be calculated.

10. The Bournemouth Corporation shall pay the costs of the purchasing authorities incurred after the 27th day of March 1903 of and incidental to the preparation and completion of this agreement and in appearing if necessary upon the hearing of the Bill to ensure the insertion of clauses or amendments for effectuating this agreement And they do hereby declare and agree that the costs of the purchasing authorities incurred after the execution of this agreement of and incidental to the said arbitration and purchase and in otherwise protecting their interests in anywise relating to the premises and in relation to the said conveyance and the said lease and reasonably incurred in raising the loan or loans for the purposes of the Poole undertaking whether by mortgage or otherwise shall be deemed to be part of the cost of the undertaking within the meaning of clause 4 (A) hereof.

11. The Branksome Council do hereby declare that this agreement if and when it is confirmed and acted upon but not otherwise shall be deemed and taken to be in lieu of and shall cancel the agreement dated 11th March 1903 made between the Bournemouth Corporation and the Branksome Council.

12. And it is hereby agreed and declared by and between the parties hereto that if at any time hereafter any dispute doubt or question shall arise between the parties touching the construction meaning or effect of this agreement or any clause or matter herein contained or their respective rights interests or liabilities hereunder or otherwise in relation to the premises then every such dispute doubt or question shall be referred to the Board of Trade if willing to act or to the arbitration or decision of an arbitrator to be chosen by the Board of Trade and these presents shall be deemed to be a submission within the Arbitration Act 1889.

13. This agreement is subject to such alterations (if any) as Parliament may think fit to make therein but if either House of Parliament shall make any material alteration in this agreement it shall be competent to any party hereto by notice in writing to the others to be given before the Bournemouth Bill is read the third time in the House of Commons to withdraw from the same.

A.D. 1903.

In witness whereof the parties hereto have hereunto respectively affixed their common seals the day and year first above written.

The common seal of the before-named mayor aldermen and burgesses of the county borough of Bournemouth was hereunto affixed in the presence of } L.S.

J. ELMES BEALE
Mayor.

GEO. WM. BAILEY
Town Clerk.

The common seal of the mayor aldermen and burgesses of the borough of Poole was hereunto affixed in the presence of } L.S.

CHARLES VAN RAALTE
Mayor.

H. SALTER DICKINSON
Town Clerk.

The common seal of the urban district council of Bracksome was hereunto affixed in the presence of } L.S.

AUSTIN H. CARD
Chairman of the Council.

WM. H. CURTIS
Clerk.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
OLIVER AND BOYD, EDINBURGH; or
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.