CHAPTER clxxiii.

An Act to confirm an agreement between the City of Oxford Electric Tramways Limited and the mayor aldermen and citizens of the city of Oxford for the transfer to and removal by the corporation of the Company's tramways and for the provision by the Company of a service of motor omnibuses in lieu thereof and for other purposes. [7th August 1914.]

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WHEREAS by the Oxford and District Tramways Act 1907 (hereinafter called "the Act of 1907") the City of Oxford Electric Tramways Limited (hereinafter called "the Company") were authorised to purchase from the mayor aldermen and citizens of the city of Oxford (hereinafter called "the corporation") the existing tramways in the city of Oxford and to remove the same and to construct new tramways in the city and the neighbourhood thereof and to equip such new tramways for working by electric traction:

And whereas the Company in pursuance of the provisions of the Act of 1907 have paid to the corporation a sum exceeding seven thousand pounds and have also purchased the existing tramways from the corporation and are now working the same by horse traction:

And whereas by the Oxford and District Tramways Act 1909 further provision was made with reference to the system of electric traction to be employed on the tramways authorised by the Act of 1907 and the period limited for the completion of such tramways was extended until the twenty-first day of August one thousand nine hundred and fourteen:

And whereas the Company have not yet commenced the construction of any of the tramways authorised by the Act of

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1907 and the inhabitants of the city of Oxford are desirous that the existing tramways should be removed and that a service of motor omnibuses should be provided in lieu of the tramways authorised by the Act of 1907:

And whereas the Company have entered into an agreement with the corporation for the transfer to and removal by the corporation of the existing tramways and the provision and working by the Company of a system of motor omnibuses in the city of Oxford and it is expedient that such agreement should be confirmed:

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

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

Short title.

1. This Act may be cited for all purposes as the Oxford and District Tramways Act 1914.

Interpretation.

2. In this Act unless the context otherwise requires—

"The Company" means the City of Oxford Electric Tramways Limited;

"The city" means the city of Oxford;

"The corporation" means the mayor aldermen and citizens of the city;

"The existing tramways" means the existing tramways in the city;

"The borough fund" and "the general district rate" mean respectively the borough fund and the general district rate of the city;

"Motor omnibus" means any vehicle adapted for use upon roads and moved by steam petrol electricity or other mechanical power contained in and carried along with the vehicle and plying or standing for hire by or used to carry passengers at separate fares.

Confirmation of agreement.

3. The agreement made the twenty-second day of May one thousand nine hundred and fourteen between the corporation

of the first part the National Electric Construction Company Limited of the second part and the Company of the third part as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto and may and shall be carried into effect accordingly.

The Company shall perform in respect of any motor omnibuses provided under the said agreement all the services in regard to the conveyance of mails which are prescribed by the Conveyance of Mails Act 1893 in the case of a tramway as defined by that Act and authorised as in that Act stated.

Cesser of powers in regard to existing tramways.

4. On the completion of the transfer to the corporation of the existing tramways in pursuance of the agreement set forth in the schedule to this Act the same shall vest in the corporation and all powers with respect to the existing tramways shall cease and determine as if the working thereof had been discontinued and the Board of Trade had made an order under and in accordance with the provisions of section 41 of the Tramways Act 1870 declaring the powers of the promoters in respect thereof to be at an end and as if the tramways had not been transferred to the corporation.

Power for corporation to remove existing tramways.

5. On the completion of the transfer of the existing tramways under the provisions of the agreement set forth in the schedule to this Act the corporation may take up and remove the same and may appropriate use sell or otherwise dispose of the rails pavement and materials thereof and from and after the removal of the existing tramways the rights and obligations of the corporation as the promoters thereof shall cease and determine.

Repeal of Acts.

6. On the completion of the said transfer the Oxford and District Tramways Acts 1907 and 1909 shall be repealed.

Fares for passengers.

7. The Company may demand and take for every passenger travelling in or upon the motor omnibuses including every expense incidental to such conveyance a fare not exceeding one penny per mile and in computing the said fare the fraction of a mile shall be deemed a mile but in no case shall the Company be bound to charge a less sum than one penny:

Provided that the Company may appoint stages upon the routes of the Company's motor omnibuses each of not less than half a mile in length and may demand and take from every passenger travelling in or upon the Company's motor omnibuses

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including every expense incidental to the conveyance of such passenger any fare not exceeding one penny for each two stages or portion of that distance travelled and for this purpose a fraction of a stage shall be deemed a stage.

Cheap fares for labouring classes.

8.—(1) The Company shall and they are hereby required at all times to run a proper and sufficient service of motor omnibuses for artisans mechanics and daily labourers each way every morning and every evening (Sundays Christmas Day and Good Friday always excepted) at such hours not being later than eight in the morning or earlier than five in the evening respectively as may be most convenient for such workmen going to and returning from their work at fares not exceeding one halfpenny for every mile or fraction of that distance The Company on Saturdays in lieu of running such motor omnibuses after five in the evening shall run the same at such hours between noon and two o'clock in the afternoon as may be most convenient for the said purposes.

(2) If complaint is made to the Board of Trade that such proper and sufficient service is not provided the Board after considering the circumstances of the locality may by order direct the Company to provide such service as may appear to the Board to be reasonable.

(3) The Company shall be liable to a penalty not exceeding five pounds for every day during which they fail to comply with any order under this section.

Power for corporation to borrow.

9. All expenses incurred by the corporation in removing the existing tramways and in reconstructing and making the roads shall be paid by the corporation out of the borough fund or general district rate and the corporation may borrow on the security of the borough fund and general district rate such sum or sums as may be necessary in the same manner as if such sum or sums were borrowed for the purpose of applying for and obtaining and carrying into effect a Provisional Order obtained by the corporation under the Tramways Act 1870.

Copy of Act to be registered.

10. 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 a like penalty Every penalty under this section shall be recoverable summarily.

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

Costs of Act.

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

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The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the twenty-second day of May one thousand nine hundred and fourteen between the MAYOR ALDERMEN AND CITIZENS OF OXFORD acting by the council of the city (hereinafter called "the corporation") of the first part the NATIONAL ELECTRIC CONSTRUCTION COMPANY LIMITED (hereinafter called "the Company") of the second part and the CITY OF OXFORD ELECTRIC TRAMWAYS LIMITED (hereinafter called "the tramways company") of the third part and supplemental to two agreements dated respectively the fourteenth day of December one thousand nine hundred and six and the twenty-seventh day of June one thousand nine hundred and seven and each made between the corporation of the one part and the Company of the other part and to an agreement dated the seventh day of July one thousand nine hundred and nine and made between the several parties hereto and to the Oxford and District Tramways Act 1907 (hereinafter called "the Act of 1907") and to the Oxford and District Tramways Act 1909 (hereinafter called "the Act of 1909").

WHEREAS in pursuance of the provisions of the two first-mentioned agreements and by the Act of 1907 certain tramways within the city and in such Act defined as "the existing tramways" have subject to and upon the terms of the said Act (as amended by the Act of 1909) become and are now vested in the tramways company and by section 62 (For protection of Oxford Corporation) of the Act of 1907 (amended by the Act of 1909) (inter alia) section 43 of the Tramways Act 1870 in its application to the tramways within the city was modified as therein provided and so that (inter alia) the power of the corporation to purchase the tramways was postponed to the end of a period of forty-two instead of twenty-one years:

And whereas by virtue of and subject to the provisions of the said Acts the tramways company were authorised to reconstruct construct form lay down work use and maintain as in the said Acts provided certain tramways described in section 4 of the Act of 1907 and situate partly in the city and partly in the districts adjoining the city and in the Act defined and hereinafter described as "the tramways":

And whereas under the provisions of section 62 (For protection of Oxford Corporation) of the same Act as amended by section 4 (Repeal

of subsection (2) and amendment of subsection (3) of section 62 of the Act of 1907) of the Act of 1909 the tramways company and under the provisions of the said agreements the Company and the tramways company jointly and severally were and are respectively under obligation to complete the reconstruction and construction of the tramways within the city as aforesaid within three years after the passing of the Act of 1909 that is to say on or before the sixteenth day of August one thousand nine hundred and twelve and if such tramways were not so completed then to pay or cause to be paid to the corporation as and by way of liquidated damages the sum of twenty-five pounds in respect of every week during which such default shall continue subject to a proviso as to unavoidable delay in certain events and by section 5 of the Act of 1909 the time limited by section 10 of the Act of 1907 for the completion of the tramways thereby authorised was extended for a period of two years from the twenty-first day of August one thousand nine hundred and twelve and on the expiration of such extended period the powers granted by the Act of 1907 for making and completing the said tramways should cease:

And whereas the tramways company have not constructed any of the tramways:

And whereas the tramways company in the present session of Parliament are promoting a Bill (hereinafter referred to as "the Bill") intituled "A Bill to authorise the City of Oxford Electric Tramways "Limited and the mayor aldermen and citizens of the city of Oxford "to make and carry into effect agreements for the purchase and "removal of the Company's tramways and the provision by the Com-"pany of a service of motor omnibuses in lieu thereof to extend the "time for the construction of tramways and works and the purchase "of lands under the Oxford and District Tramways Acts 1907 and "1909 and for other purposes":

And whereas the corporation did not consent to the deposit in Parliament of the Bill and object to its provisions and have presented a petition to Parliament against the same:

And whereas it has been agreed by and between the parties hereto as hereinafter provided:

Now therefore it is hereby agreed as follows:—

1. There shall be withdrawn from the Bill the clauses as follows that is to say clause 6 (Extending time for construction of authorised tramways) and clause 7 (Revival of powers of compulsory purchase of lands).

2. The corporation shall not proceed with their opposition to the Bill and shall withdraw their said petition against the same.

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3. The provisions with respect to the payment of liquidated damages as hereinbefore recited shall be repealed and the corporation shall and do hereby forego any right or claim by them to payment of any such damages.

4. The tramways company in consideration of the benefits accruing and to accrue to them under the provisions of this agreement and without any other consideration shall transfer to the corporation freed and discharged from all debts obligations claims and liabilities whatsoever and also free of all cost to the corporation and the corporation shall acquire and accept from the tramways company the Company's existing tramways (being the existing tramways before referred to but excluding therefrom the lands buildings stables depôts 'buses cars plant and conveniences used with the tramways) and the lines and all materials of such tramways to the intent and so that the same shall be deemed and the same shall accordingly be deemed in the event of the Bill being passed into an Act to have been purchased within the meaning of the provisions thereof and such provisions shall be construed and have effect accordingly.

5. From and after the transfer to and acquisition and acceptance by the corporation of the said tramways all powers with respect thereto shall cease and determine as if the working thereof had been discontinued and the Board of Trade had made an order under and in accordance with the provisions of section 41 (Tramways to be removed in certain cases) of the Tramways Act 1870 that the powers of the promoters in respect thereof should be at an end and the corporation had not purchased the tramways and the corporation shall be at liberty to remove the said tramways or any part or parts thereof as if an order as aforesaid had been made and a certificate of the Board of Trade had been granted as in the said section provided Provided however that the corporation shall not be entitled to make any claim against the tramways company in respect of the cost of such removal or of the making good of the road or roads in which the same shall have been constructed and laid.

6. During the continuance of this agreement and subject to the provisions herein contained the tramways company shall provide and maintain in thorough order and repair work and use and the corporation shall from time to time grant to the tramways company licences for as many motor omnibuses as shall be reasonably necessary to enable the tramways company to provide throughout the city of Oxford and to and from adjoining districts and to such extent and along such routes as the corporation shall reasonably require a service or services of motor omnibuses adequate to meet the requirements in such regard of the city and its inhabitants and visitors thereto and the tramways company shall at all times provide and maintain such service or services of motor omnibuses accordingly and at fares as

hereinafter provided and subject in all respects to the reasonable satisfaction of the corporation and Sunday services shall be under the control of the corporation Provided that such motor omnibuses shall be of such design and construction as the corporation shall from time to time require and approve and which shall include the provision of side splash guards to each 'bus So long as the tramways company provide as many motor omnibuses as may be reasonably necessary to meet the said requirements of the said inhabitants and visitors the corporation will not grant any licence for a motor omnibus to any person other than the tramways company Provided also that the minimum services to be run shall be those of the existing time-tables as set out in the schedule hereto unless otherwise agreed with the corporation and shall include a not less than twenty minute service each way between Wolvercote and Hincksey and between Broad Street and Iffley and not less than thirty minute service each way between the foot of Cumnor Hill and Carfax.

7. During the continuance of this agreement the tramways company shall pay to the corporation on each first day of January first day of April first day of July and first day of October the sum of two hundred pounds provided that if at any time hereafter provision shall be made in any general Act of Parliament with respect to payments to be made to road authorities by companies or persons running motor omnibuses within their districts under which if the same applied to the city of Oxford a larger sum would be payable to the corporation than the before-mentioned sums such sums shall be increased to such an amount as would be payable under the said provisions and such increased amount shall be paid accordingly by the tramways company.

8. If during the continuance of this agreement the corporation shall by resolution determine that the provision of a system of tramways worked by electrical energy on the overhead system within the city along such routes as shall be specified by them is expedient they shall serve upon the tramways company a notice containing a copy of such resolution and if the tramways company shall within one month after the receipt of such notice undertake by writing under the hand of their secretary and delivered to the corporation that the tramways company will themselves in the then next ensuing session of Parliament promote a Bill to authorise the construction by them of the system of tramways as aforesaid the tramways company shall be at liberty to and shall in such next ensuing session promote a Bill to authorise the construction by them of such system of tramways upon such terms and subject to such conditions as shall be agreed between them and the corporation or failing agreement shall be settled by arbitration provided that it shall be a condition of such construction that the corporation shall be entitled to purchase any such tramways

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upon the terms contained in section 43 of the Tramways Act 1870 upon the determination of this agreement as if the date of such determination had been the expiration of a period of twenty-one years from the date on which the tramways company may be authorised to construct the same and if after receipt of any such notice as aforesaid the tramways company shall fail to give such undertaking as aforesaid or having given such undertaking shall fail to or shall unsuccessfully promote a Bill as aforesaid in the then next ensuing session of Parliament the corporation shall be at liberty if they so determine to themselves promote and the tramways company shall not oppose a Bill to authorise the corporation to construct carry out and work or lease a system of tramways as aforesaid Provided that if the corporation obtain an Act confirming such Bill promoted by them as aforesaid and determine to lease and not themselves to work the tramways so authorised the corporation shall offer to the tramways company the option of accepting such lease for such period and on such terms and conditions as may be agreed between the corporation and the tramways company or failing agreement may be determined by arbitration.

9. If the tramways company shall fail to carry out or fufil any of the requirements or obligations under this agreement the tramways company and the Company shall be liable to and shall pay to the corporation by way of liquidated and ascertained damages the sum of five pounds for every day on which any such requirement or obligation shall not be carried out and fulfilled by the tramways company or in any such case of failure as aforesaid or if any of the payments to be made as hereinbefore provided shall not be made within one calendar month after the same shall have accrued due the corporation may on giving seven days' notice to the tramways company determine this agreement and the same shall be determined accordingly but otherwise this agreement shall continue in force for a period of thirty-seven years from the date of the Bill being passed into an Act.

10. The Company hereby consent to and confirm the provisions of this agreement and guarantee the due performance of each and every of such provisions in every respect by the tramways company.

11. Provision shall be made in the Bill for carrying into effect such of the provisions of this agreement as may be deemed expedient and in particular for the vesting in the corporation under and by virtue of the provisions of the Bill the tramways by this agreement agreed to be transferred to the corporation.

12. Any disputes or differences which may arise between the parties under the provisions of this agreement shall be settled by the Board of Trade or by an arbitrator to be appointed by that Board.

13. This agreement is subject to the approval of Parliament and to such alterations as shall be made by Parliament therein and shall

be scheduled to the Bill and provision therein inserted for confirmation thereof but in the event of either House of Parliament making any material alteration in this agreement it shall be competent to either party to withdraw from the same. A.D. 1914.

In witness whereof to one part of this agreement the mayor aldermen and citizens have caused their corporate seal to be affixed and to the other part the Company and the tramways company have affixed their common seals.

The SCHEDULE before referred to.

A copy of the existing time tables referred to in clause 6 is annexed to this agreement.

One part executed thus—

The common seal of the mayor aldermen and citizens of Oxford was hereto affixed by order of the council in the presence of } L.S.

W. E. SHERWOOD Mayor of Oxford.
J. HASTINGS Sheriff.

Other part executed thus—

The common seal of the National Electric Construction Company Ld. was hereunto affixed in the presence of } L.S.

W. B. COWNIE, B. BERNHEIM } Directors.
L. D. H. JACOBS Secretary.

The common seal of the City of Oxford Electric Tramways Ld. was affixed hereto in the presence of } L.S.

W. B. COWNIE, GEORGE PHILLIPS } Directors.
L. D. H. JACOBS Secretary.

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