

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]



## CHAPTER xxxix.

An Act to provide for the abandonment of the tramways and light railways in the county borough of Swansea to confer further powers on the Swansea Improvements and Tramways Company to ratify the assignment to the South Wales Transport Company Limited of a lease of the Oystermouth railway or tram-road and the works of the Mumbles Railway and Pier Company and for other purposes.

A.D. 1936.

[29th May 1936.]

**W**HEREAS the Swansea Improvements and Tramways Company (hereinafter referred to as "the tramways company") were incorporated by the Swansea Improvements and Tramways Act 1874 for the purposes of making new streets street improvements and tramways in and near Swansea and have constructed in the county borough of Swansea a system of tramways in pursuance of powers conferred by the Acts and Order mentioned in the First Schedule to this Act and were empowered by those Acts and Order to construct other tramways which have not been constructed or have been abandoned since their construction :

37 & 38 Vict.  
c. cxxxviii.

And whereas the mayor aldermen and burgesses of the borough of Swansea (hereinafter referred to as "the corporation") have constructed in the said county borough certain light railways in roads and tramways

[Price 2s. 0d. Net]

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A.D. 1936. — in pursuance of powers conferred by the Order and Acts mentioned in the Second Schedule to this Act :

And whereas by the Swansea Corporation Light Railways (Extensions) Order 1914 the corporation were empowered to construct additional light railways but none of these light railways has been constructed and the period limited for their construction has expired :

2 & 3 Geo. 5.  
c. xcix. And whereas by an agreement made on the ninth day of November nineteen hundred and eleven between the tramways company and the corporation and confirmed by the Swansea Corporation Act 1912 and set out in the First Schedule to that Act it was provided (inter alia) that—

33 & 34 Vict.  
c. 78.

- (1) The corporation should be entitled to purchase the tramway undertaking of the tramways company in the borough of Swansea on the thirty-first day of December in the year nineteen hundred and forty-two or any subsequent seventh year on the terms contained in section 43 of the Tramways Act 1870;
- (2) Certain former leases by the corporation to the tramways company of the tramways and light railways of the corporation should be surrendered; and
- (3) The corporation should lease their several tramways and light railways to the tramways company for terms of years commencing on the first day of January nineteen hundred and twelve and expiring on the date on which the corporation should purchase the tramway undertaking of the tramways company :

And whereas all of the tramways and light railways of the corporation as now existing and the electrical equipment thereof and certain other property of the corporation have been demised to the tramways company by a lease dated the sixteenth day of October nineteen hundred and eighteen and a supplemental lease dated the first day of September nineteen hundred and twenty-three for the respective terms of years granted by those leases and at the rents and subject to the conditions stated therein :

And whereas all of the tramways constructed by the tramways company and the tramways and light

railways leased to them by the corporation are being operated by the tramways company as one system by means of electrical power purchased from the corporation under an agreement made on the fifth day of October nineteen hundred and sixteen between the tramways company and the corporation : A.D. 1936.

And whereas the fares leviable by the tramways company for passengers carried on the said tramways and light railways are now regulated by the Act mentioned in the Third Schedule to this Act :

And whereas under the Acts and Order mentioned in the First Schedule to this Act and a resolution passed by the tramways company in the year eighteen hundred and eighty-one pursuant to section 22 of the second Act mentioned in that schedule the authorised share capital of the tramways company is two hundred and seventy thousand pounds divided into two separate and distinct capitals called respectively "Swansea improvements capital" and "Swansea tramways capital" and consisting of ninety thousand pounds and one hundred and eighty thousand pounds respectively :

And whereas of the ninety thousand pounds Swansea improvements capital an amount of eighty-seven thousand four hundred and twenty pounds has been issued and fully paid up and is divided into eight thousand seven hundred and forty-two shares of ten pounds each but no dividend has ever been paid on those shares and they are of no value :

And whereas the whole of the one hundred and eighty thousand pounds Swansea tramways capital has been issued and fully paid up and consists of—

13,000 ordinary shares of £10 each ;

984 6% preference shares of £10 each ;

4,016 5% preference shares of £10 each ;

and all of those shares except ninety-one ordinary shares and twenty-five five per cent. preference shares are held by the South Wales Transport Company Limited (hereinafter referred to as "the Transport Company") :

And whereas by the said Acts and Order mentioned in the First Schedule to this Act the tramways company have been authorised to borrow money on mortgage

A.D. 1936, — and they have paid off all moneys so borrowed and have no existing loan capital :

And whereas the Transport Company are operating an extensive system of stage carriages and express carriages in Swansea and its vicinity and elsewhere in South Wales :

And whereas the needs of the public for road transport services on the routes of the tramways and light railways now being operated by the tramways company would be better met if services of cars thereon were discontinued and services of stage carriages substituted therefor and the tramways company are willing to run or provide for the running by the Transport Company of such services of stage carriages :

And whereas it is expedient that provision be made as in this Act contained for the abandonment of the said tramways and light railways and with respect to the rails surfacing foundations and equipment thereof :

And whereas it is expedient to enact other provisions with respect to the tramways company as in this Act contained :

#### OYSTERMOUTH AND MUMBLES RAILWAYS.

44 Geo. 3.  
c. lv.

And whereas by the first Act mentioned in the Fourth Schedule to this Act (hereinafter referred to as "the Act of 1804") the Oystermouth Railway and Tramroad Company were incorporated for making and maintaining a railway or tramroad passable for wagons and other carriages between Swansea and Oystermouth and two branch railways or tramroads and for the other purposes of that Act :

And whereas the first mentioned railway or tramroad was constructed along and near to the shore of Swansea Bay and from time to time portions thereof were destroyed by inroads of the sea and were restored and replaced further from the shore :

And whereas the said two branch railways or tramroads or parts thereof were also constructed but the rails and track of one of these branch railways or tramroads have long since been removed and the other of these branch railways or tramroads (known as the Clyne Valley branch railway) has not for many years been worked for traffic :

[26 GEO. 5. & Swansea and District [Ch. xxxix.]  
1 EDW. 8.] Transport Act, 1936.

And whereas by sections 95 96 and 97 of the said A.D. 1936.  
Swansea Improvements and Tramways Act 1874 it was  
provided (inter alia) that—

- (1) The tramways company and all persons lawfully using their tramways might use the said railways or tramroads (hereinafter referred to as "the Oystermouth railway") for traffic of all kinds on terms to be agreed or failing agreement fixed by arbitration;
- (2) The tramways company might agree with the owners for the time being of the Oystermouth railway for the purchase or lease of that railway and of the property belonging thereto or connected therewith and of all powers rights privileges and authorities relating to the same;
- (3) After the transfer or lease of the Oystermouth railway to the tramways company all rights and authorities conferred by any Act on the transferors or lessors should during the period comprised in the transfer or lease belong to and be vested in the tramways company and be lawfully used exercised and enjoyed by them; and
- (4) The Oystermouth railway should for all purposes of tolls rates and charges and all other purposes be part of the tramway undertaking of the tramways company authorised by the said Act of 1874;

and by section 19 of the Swansea Improvements and Tramways Act 1878 the owners for the time being of the Oystermouth railway were empowered to grant a lease of or to sell their undertaking to the tramways company: 41 & 42 Vict. c. cxlvii.

And whereas in pursuance of the said provisions of the said Act of 1874 the tramways company in or about the year eighteen hundred and seventy-seven commenced to work traffic over the Oystermouth railway and spent considerable capital in relaying the rails and sleepers of parts of the railway and otherwise improving the railway and thereafter continued to work or use the Oystermouth railway until the year eighteen hundred and ninety-six:

A.D. 1936.

— And whereas for some years prior to the year eighteen hundred and ninety-three a company named the Swansea and Mumbles Railway Company Limited claimed to be the owners of the Oystermouth railway but in or about the year eighteen hundred and ninety-three that company was wound up and its undertaking and property were transferred to the Swansea and Mumbles Railways Limited (hereinafter referred to as “the Swansea Company”):

5253 Vic t.  
c. cxciiv.

And whereas by the Act of 1889 mentioned in the Fourth Schedule to this Act the Mumbles Railway and Pier Company (hereinafter referred to as “the Mumbles Company”) were incorporated and under the

55 & 56 Vict.  
c. cix.

60 Vict.

c. xxi.

61 & 62 Vict.

c. cxliv.

powers of that Act and the Acts of 1892 1897 and 1898 mentioned in that schedule the Mumbles Company have constructed a railway or railways (hereinafter referred to as “the Mumbles railway”) extending from a junction with the Oystermouth railway at Black Pill to the Mumbles Head with a pier in connection therewith at the Mumbles Head and under the provisions of the Act of 1899 mentioned in the said Fourth Schedule a portion of the Oystermouth railway has been abandoned:

62 & 63 Vict.

c. ccxxxiv.

And whereas the portion of the Oystermouth railway which has not been abandoned and the Mumbles railway form a continuous line of railway from Swansea to the Mumbles Head:

And whereas the said Act of 1899 confirmed an agreement made on the thirtieth day of June eighteen hundred and ninety-nine between the Swansea Company the Mumbles Company and the tramways company which agreement provided for the grant to the tramways company of a lease of the Oystermouth railway and the Mumbles railway and of the pier pierhead and works of the Mumbles Company and the stations refreshment rooms buildings lands and works of the Mumbles Company belonging to or connected with the undertaking of such railway or railways pier pierhead and works and of all rights powers privileges and authorities exerciseable by the Swansea Company and the Mumbles Company or either of them in relation to their respective undertakings for a term of nine hundred and ninety-nine years from the first day of July eighteen hundred and ninety-nine together with certain other property owned by the Swansea Company for various terms as stated

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

in the agreement and at the respective rents mentioned in the agreement and in pursuance of that agreement a lease was duly granted to the tramways company on the sixteenth day of December eighteen hundred and ninety-nine and is hereinafter referred to as "the railways lease":

A.D. 1936.

And whereas by the Oystermouth Railway or Tramroad and Mumbles Railway (Electrical Power) Order 1925 (S.R. & O. 1925 No. 550) the tramways company were authorised to work the traffic on the Oystermouth railway and the Mumbles railway by electrical power and to execute the necessary works for that purpose:

And whereas by an agreement made on the fifth day of July nineteen hundred and twenty-seven between the tramways company the British Electric Traction Company Limited and the Transport Company the tramways company agreed to sell to the Transport Company (inter alia) the undertakings demised to the tramways company by the railways lease for the residue of the term thereby granted and all rolling stock and certain other property suitable to and used by the tramways company for the purposes of the demised undertakings and on the seventeenth day of September nineteen hundred and twenty-nine the hereditaments and premises comprised in and demised by the railways lease were assigned to the Transport Company with the consent of the Swansea Company and the Mumbles Company for the respective residues then unexpired of the terms granted by the railways lease:

And whereas the Transport Company have executed the works and provided the plant and equipment necessary for the working of the Oystermouth railway and the Mumbles railway by electrical power and since the assignment of the hereditaments and premises comprised in and demised by the railways lease have worked those railways by means of electrical power purchased from the corporation:

And whereas it is expedient to confirm and ratify the assignment to the Transport Company of the hereditaments and premises comprised in and demised by the railways lease and to authorise the Transport Company to maintain work and manage the Oystermouth railway and the Mumbles railway and the pier pierhead

A.D. 1936

— and works of the Mumbles Company as now respectively existing and to exercise with respect thereto respectively the powers of the Acts and Order mentioned in the Fourth Schedule to this Act subject to the provisions of this Act :

And whereas it is expedient to make further provision as in this Act contained with respect to the Oystermouth railway and the Mumbles railway and the pier pierhead and works of the Mumbles Company :

#### GENERAL.

And whereas the Transport Company the tramways company and the corporation have entered into the agreement set forth in the Fifth Schedule to this Act and it is expedient to confirm that agreement and to empower the corporation to lend money to the Transport Company as by this Act provided and to borrow money for that purpose :

And whereas it is expedient to enact the other provisions of this Act :

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 :—

#### PART I.

##### PRELIMINARY.

Short title.

1. This Act may be cited as the Swansea and District Transport Act 1936.

Act divided  
into Parts.

2. This Act is divided into the following Parts :—

Part I—Preliminary.

Part II—Road transport.

Part III—Further provisions relating to tramways company.

Part IV—Oystermouth and Mumbles railways.

Part V—Miscellaneous.



3. In this Act unless the subject or context otherwise requires the following words and expressions have the respective meanings hereinafter mentioned:—

A.D. 1936.

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Interpre-  
tation.

“ The Transport Company ” means the South Wales Transport Company Limited;

“ The tramways company ” means the Swansea Improvements and Tramways Company;

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

“ The borough ” means the county borough of Swansea;

“ The company’s tramways ” means the tramways constructed by the tramways company under the Acts and Order mentioned in the First Schedule to this Act and being worked by the tramways company at the passing of this Act;

“ The corporation’s tramways ” means the tramways and light railways constructed by the corporation under the Order and Acts mentioned in the Second Schedule to this Act and being worked by the tramways company at the passing of this Act;

“ The tramways ” means the company’s tramways and the corporation’s tramways;

“ The tramways leases ” means the lease and the supplemental lease made on the sixteenth day of October nineteen hundred and eighteen and the first day of September nineteen hundred and twenty-three respectively between the corporation and the tramways company by which leases the corporation’s tramways and the electrical equipment thereof and certain other property of the corporation are leased to the tramways company;

“ The final date of abandonment ” means the date on which the last section of the tramways shall be abandoned pursuant to section 5 (Abandonment of tramways) of this Act;

“ Equipment ” means posts standards brackets cables wires works and apparatus forming part of or provided and used in connection with the tramways or any particular part thereof as the

A.D. 1936.

context may require but does not include the rails surfacing or foundations of the tramways; “Stage carriage” “express carriage” and “public service vehicle” have the same respective meanings as are given thereto by the Road Traffic Acts 1930 to 1934;

“The Minister” means the Minister of Transport;

“The scheduled agreement” means the agreement made on the twenty-eighth day of February nineteen hundred and thirty-six between the Transport Company of the first part the tramways company of the second part and the corporation of the third part and set forth in the Fifth Schedule to this Act.

## PART II.

## ROAD TRANSPORT.

*Abandonment of tramways.*

Repeal of powers &c. as to non-existing tramways.

4.—(1) All powers obligations and liabilities of the tramways company and the corporation or either of them with respect to the construction maintenance and working of or otherwise relating to any tramways authorised by any of the Acts and Orders mentioned in the First and Second Schedules to this Act which—

- (i) have not yet been constructed; or
- (ii) have been constructed and since removed; or
- (iii) have been constructed but are not being worked at the passing of this Act;

are hereby absolutely repealed whether or not any Order authorising the abandonment of any of such tramways has or has not been made before the passing of this Act.

59 & 60 Vict.  
c. 48.  
2 & 3 Geo. 5.  
c. 19.

(2) The following Orders made under the Light Railways Acts 1896 and 1912 are hereby repealed:—

The Swansea Corporation Light Railways (Extension) Order 1914;

The Swansea Corporation Light Railways (Extensions) (Revival and Extension of Time) Order 1918.

5.—(1) (a) The tramways company may at any time and from time to time give to the corporation notice in writing of their intention to abandon any section of the tramways specified in the notice as from the date therein specified which date shall not be less than one month nor more than three months after the date on which the notice is given to the corporation.

(b) The tramways company shall give to the corporation before the first day of August nineteen hundred and thirty-eight notice as aforesaid with respect to the whole of the tramways.

(2) On the date specified in any notice given under subsection (1) of this section the tramways company shall (subject as hereinafter provided) discontinue all services of cars on and abandon the section of the tramways specified in the notice. Provided that the tramways company shall not discontinue the working of or abandon any section of the tramways pursuant to any such notice unless and until they are running and are able and willing to continue to run or shall have made arrangements for the running by the Transport Company of adequate and satisfactory services of stage carriages in substitution for services of cars on the route of the section of the tramways so to be abandoned or along such other route (in lieu of the route of the section of the tramways as aforesaid) as shall be certified by the Minister to be a route in substitution for the route of the section of the tramway so to be abandoned.

6. On the date when any section of the tramways is abandoned pursuant to the last preceding section of this Act the following provisions shall have effect with respect to that section:—

(a) all powers obligations and liabilities conferred or imposed on the tramways company by the Acts and Order mentioned in the First and Third Schedules to this Act and the enactments incorporated therewith respectively or by any other Act Order agreement or instrument whatsoever in relation to the working of cars on the abandoned section and the taking of a supply of electrical energy for the purpose of such working shall cease to have effect but all other powers obligations and liabilities of

A.D. 1936.

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Abandonment of tramways.

Provisions consequent on abandonment of section of tramways.

A.D. 1936.  
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the tramways company conferred or imposed by any Act Order agreement or instrument whatsoever in relation to the abandoned section and the rails surfacing foundations and equipment thereof and the maintenance of any part of the roads in which they are situate shall continue in force until the date when such rails surfacing foundations and equipment are taken up and removed by the corporation or the final date of abandonment whichever date shall be the earlier Provided that nothing in this paragraph shall apply to any powers obligations or liabilities conferred or imposed on the tramways company by the tramways leases;

- (b) all powers obligations and liabilities conferred or imposed on the corporation by the Order and Acts mentioned in the Second Schedule to this Act and the enactments incorporated therewith respectively or by any other Act or Order in relation to the working of cars on the abandoned section and all obligations of the corporation under any agreement with respect to the supply of electrical energy to the tramways company for the purpose of such working shall cease to have effect.

Corporation  
may remove  
rails &c. of  
tramways.

7.—(1) The corporation may—

- (a) with the consent of the tramways company at any time after the date when any section of the tramways is abandoned as aforesaid take up and remove the whole or any part of the rails surfacing foundations and equipment of the abandoned section;
- (b) at any time after the final date of abandonment take up and remove the whole or any part of the rails surfacing foundations and equipment of the tramways;

and may retain use or dispose of for their own benefit any materials so taken up and removed.

(2) On the tramways company giving such consent as aforesaid or on the final date of abandonment (as the case may be) the rails surfacing foundations and equipment of the abandoned section or of the tramways

so far as not already the property of the corporation shall become and be vested in the corporation by virtue of this Act. A.D. 1936.

(3) In any case where any rails surfacing foundations and equipment of the abandoned tramways which are laid or erected on under or above any bridge belonging to the Great Western Railway Company or the London Midland and Scottish Railway Company are taken up and removed the corporation shall make good to the reasonable satisfaction of such railway company any damage caused to the structure of such bridge by reason of or in consequence of such taking up or removal.

8.—(1) On the final date of abandonment the following provisions shall except as otherwise provided in this Act have effect:— Provisions  
taking effect  
on final  
date of  
abandon-  
ment.

(a) the corporation shall pay to the tramways company for the rails surfacing foundations and equipment vested in them by virtue of this Act the sum of five thousand pounds and if that sum be not then paid the corporation shall pay interest thereon at the rate of five per centum per annum from the final date of abandonment until the date of payment;

(b) the corporation shall become liable for the maintenance of the whole of the rails surfacing foundations and equipment of the tramways so far as not previously taken up and removed until the same shall be taken up and removed by them and shall also become liable for the maintenance and repair of the parts of the roads in which the tramways or the equipment thereof are situate;

(c) all powers obligations and liabilities conferred or imposed on the tramways company by the Acts and Order mentioned in the First and Third Schedules to this Act and the enactments incorporated therewith respectively or by any other Act Order agreement or instrument whatsoever in relation to the tramways or any of them and the rails surfacing foundations and equipment thereof and the maintenance of any part of the roads in which they are situate

A.D. 1936.  
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25 & 26  
Geo. 5.  
c. lxxxvi.

- shall so far as such powers obligations and liabilities are still in force cease to have effect;
- (d) Part VI (Tramways) of the first Act mentioned in the said First Schedule and the whole of each of the other Acts and the Order mentioned in that schedule and the Swansea Tramways Act 1935 (so far as not previously repealed) shall become and be repealed;
- (e) all powers obligations and liabilities conferred or imposed on the corporation by the Order and Acts mentioned in the Second Schedule to this Act and the enactments incorporated therewith respectively or by any other Act or Order in relation to the corporation's tramways or any of them shall so far as such powers obligations and liabilities are still in force cease to have effect except as otherwise provided by paragraph (b) of this section; and
- (f) the Order and Acts mentioned in the Second Schedule to this Act so far as they relate to the corporation's tramways and have not been previously repealed shall become and be repealed.

(2) Notwithstanding anything in this section the obligations imposed on the corporation by subsection (3) of section 37 of the Swansea and District Light Railways Order 1902 shall remain in full force and effect.

Tramways  
leases.

9.—(1) On the date when any section of the corporation's tramways is abandoned under the foregoing provisions of this Act the provisions of the tramways leases so far as they relate to the working of cars on the abandoned section shall cease to have effect but so far as they relate to the rails surfacing foundations and equipment thereof and the maintenance of any part of the roads in which the abandoned section is situate shall continue in force until the date when such rails surfacing foundations and equipment are taken up and removed by the corporation or the final date of abandonment whichever date shall be the earlier and the provisions of the tramways leases so far as they relate to any section of the corporation's tramways which has not for the time being been so abandoned and to the rails surfacing foundations and equipment

thereof and are not inconsistent with the provisions of subsection (3) of this section shall also continue in force and until the date on which the whole of the corporation's tramways shall have been abandoned the tramways company shall continue to work such of the corporation's tramways as for the time being have not been abandoned and to run adequate services of cars thereon. A.D. 1936.

(2) On the final date of abandonment the tramways leases shall become and be annulled by virtue of this Act.

(3) Notwithstanding anything in this section the tramways company shall pay to the corporation—

In respect of the year nineteen hundred and thirty-six on the respective dates mentioned in the tramways leases the full amount of the several rents which would have been payable under the tramways leases if the tramways leases had continued in force and the corporation's tramways or any part thereof had not been abandoned; and

In respect of the years nineteen hundred and thirty-seven to nineteen hundred and forty-two (both inclusive) the annual sum of seven thousand seven hundred and seventy-one pounds by equal half yearly payments on the thirtieth day of June and the thirty-first day of December in each year;

and the tramways company shall not be liable to pay to the corporation in respect of any year subsequent to the year nineteen hundred and thirty-six any or any part of any of the rents payable under the tramways leases whether or not the whole of the corporation's tramways shall have been abandoned before the end of that year.

10. Notwithstanding anything in this Act the following provisions for the protection of the Swansea Gas Light Company (hereinafter referred to as "the gas company") shall unless otherwise agreed between the corporation and the gas company apply and have effect in relation to section 4 (Repeal of powers &c. as to non-existing tramways) section 5 (Abandonment of tramways) section 6 (Provisions consequent on abandonment of section of tramways) section 7 (Corporation may remove rails &c. of tramways) and

For pro-  
tection of  
Swansea  
Gas Light  
Company.

A.D. 1936. section 8 (Provisions taking effect on final date of abandonment) of this Act:—

(1) The tramways or the section of the tramways specified in any notice under the said section 5 of this Act and any of the tramways referred to in sub-paragraph (iii) of the said section 4 of this Act are or is hereafter in this section referred to as “the abandoned tramways”:

(2) Any enactment which immediately before the passing of this Act enures for the protection of the gas company in relation to the abandoned tramways or to the rails surfacing foundations or equipment thereof shall subject to the provisions of this section continue in force and enure for the protection of the gas company until the date when the taking up and removal of the rails surfacing foundations and equipment of the abandoned tramways and the filling in of the ground and the making good and restoration of the carriageway or footpath disturbed by such taking up and removal shall be commenced but as from that date shall cease to have effect:

Provided that as from the date of the giving of consent by the tramways company under subsection (1) of the said section 7 of this Act or the final date of abandonment (as the case may be) any such enactment which is contained in any of the Acts mentioned in the First Schedule to this Act shall be read and construed as if the corporation had been named therein in lieu of the tramways company:

(3) Section 30 of the Tramways Act 1870 shall extend and apply to—

(a) the taking up and removal of the rails surfacing foundations and equipment of the abandoned tramways; and

(b) the filling in of the ground and the making good and restoration of the portion of any carriageway or footpath disturbed by such taking up and removal;

in all respects as if those works or operations were the laying down of a tramway within the meaning of that section:



Provided that paragraph (1) of the said section (which relates to the giving of notices and the rights of persons to object to the proposed works) shall have effect as if for the seven days' notice therein mentioned there were substituted a fourteen days' notice and as if the requirement of delivering a plan and section of the proposed works were omitted therefrom :

- (4) Where in pursuance of the said section 30 as applied by this section any such notice as aforesaid is given to the gas company the gas company may at any time within fourteen days after the receipt by them of that notice give notice to the corporation that they desire themselves to carry out any lowering or other alteration of the position of any main pipe work or apparatus belonging to or controlled by the gas company which may be agreed between the corporation and the gas company or in default of agreement determined by arbitration in manner provided by the Tramways Act 1870 to be necessary in view of the taking up or removal of the rails surfacing foundations and equipment of the abandoned tramways and where any such notice is given the gas company shall forthwith commence execute and complete that lowering or alteration and any works necessary in connection therewith in such manner as may be agreed between the gas company and the corporation or in default of agreement as may be determined as aforesaid :

Provided that if the gas company shall fail forthwith to commence such lowering alteration or other works as aforesaid or to execute and complete the same with all convenient speed after the giving of such notice as aforesaid the corporation may themselves proceed to execute and complete such works in like manner as they might have done if such notice as aforesaid had not been given to them :

- (5) Upon completion by the gas company of any such lowering or alteration or works as aforesaid the corporation shall pay to the gas company the costs and expenses reasonably incurred by them in connection therewith.

A.D. 1936.

*Services of stage carriages.*

Power to  
run public  
service  
vehicles.  
20 & 21  
Geo. 5. c. 43.

11. Subject to the provisions of Part IV of the Road Traffic Act 1930 as amended by subsequent Acts the tramways company may run stage carriages and provide stage carriage services and for those purposes the tramways company may—

- (a) provide purchase and hire (but shall not manufacture) public service vehicles and any apparatus and things which may be necessary for or incidental to the working of public service vehicles; and
- (b) purchase by agreement take on lease and hold lands garages and other buildings and erect on any lands belonging to them garages and other buildings and provide such plant appliances and conveniences as may be requisite or expedient for the establishment running equipment maintenance and repair of their public service vehicles and may use and adapt any of their existing car sheds and buildings for the said purposes or any of them but the tramways company shall not create or permit any nuisance on any lands upon which they erect any such buildings.

Working  
and other  
agreements

12.—(1) The tramways company may enter into and carry into effect agreements with the Transport Company or subject to the consent of the corporation with any other company body or person (not being a local authority) for the management working and maintenance of any service of stage carriages which any party to the agreement is for the time being authorised to provide under road service licences granted under the Road Traffic Acts 1930 to 1934.

(2) Any agreement under subsection (1) of this section may provide for all or any of the following matters :—

- (a) The working user management and maintenance of any vehicles lands depots buildings and property provided in connection with any such service of stage carriages as aforesaid by any of the contracting parties and the right to

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

provide and use the same and to demand and take the fares and charges authorised in respect of such service;

A.D. 1936.

- (b) The supply by any of the contracting parties under and during the continuance of the agreement of vehicles and conveniences in connection therewith necessary for the purposes of such agreement and the employment of officers and servants;
- (c) The interchange accommodation conveyance and delivery of traffic arising on or coming from or destined for any service of stage carriages of the contracting parties;
- (d) The payment collection and apportionment of the fares and charges and other receipts and the division of the profits arising from any such service of stage carriages.

13.—(1) The tramways company shall perform in respect of stage carriages provided by them such services in regard to the conveyance of mails as are prescribed by the Conveyance of Mails Act 1893 in respect of a tramway to which that Act applies.

For protec-  
tion of the  
Postmaster-  
General.  
56 & 57 Vict.  
c. 38.

(2) Any stage carriage of the tramways company moved by electrical power shall be so equipped and worked as to prevent any interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

41 & 42 Vict.  
c. 76.

14.—(1) The tramways company may demand and take in respect of passengers carried on their stage carriages such fares as are not inconsistent with the conditions (if any) as to fares attached to any road service licences under which such stage carriages are for the time being run.

Fares and  
charges.

(2) The tramways company may if they think fit carry on their stage carriages small parcels not exceeding fifty-six pounds in weight and dogs in the care of passengers and may demand and take in respect of any such parcels such charges as they may think fit and in respect of any such dog a sum not exceeding the fare payable by the passenger.

A.D. 1936.

PART III.

FURTHER PROVISIONS RELATING TO TRAMWAYS  
COMPANY.

Incorporation of  
Companies  
Clauses Consolidation  
Act 1845.  
8 & 9 Vict. c. 16.

15. The provisions of the Companies Clauses Consolidation Act 1845 as amended by subsequent Acts so far as applicable to the purposes of this Part of this Act and not inconsistent with or varied by the existing Acts and Order (as hereinafter defined) and this Act are hereby incorporated with this Part of this Act.

Definitions  
for Part III.

16. In this Part of this Act unless the subject or context otherwise requires—

words and expressions to which meanings are assigned by the Companies Clauses Consolidation Act 1845 have the same respective meanings;

“the existing Acts and Order” means the Acts and Order mentioned in the First Schedule to this Act as for the time being amended by this Act.

*Financial provisions.*

Share  
capital of  
tramways  
company.

17.—(1) The total share capital of the tramways company authorised by the existing Acts and Order and the amount of that capital which has been issued before the passing of this Act are hereby respectively reduced to one hundred and eighty thousand pounds by the cancellation of the whole of the Swansea improvements capital of ninety thousand pounds and the eight thousand seven hundred and forty-two shares of ten pounds each in that capital issued before the passing of this Act.

(2) As from the said cancellation of the Swansea improvements capital and the shares therein the capital of the tramways company shall cease to be divided into two separate and distinct classes and the ordinary and preference shares in the Swansea tramways capital issued before the passing of this Act shall become and be shares in the capital of the whole undertaking of the tramways company and the existing Acts and Order shall be read and have effect accordingly.

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District* [Ch. xxxix.]  
*Transport Act, 1936.*

**18.**—(1) All powers conferred on the tramways company by the existing Acts and Order of borrowing money on mortgage of their undertaking or any part of their undertaking are hereby repealed. A.D. 1936.  
—  
Borrowing powers of tramways company.

(2) The tramways company may in respect of the one hundred and eighty thousand pounds share capital issued under the powers of the existing Acts and Order and reduced by the last preceding section of this Act borrow on mortgage of their undertaking and without obtaining the certificate of a justice under section 40 of the Companies Clauses Consolidation Act 1845 any sum or sums not exceeding in the whole sixty thousand pounds.

**19.** The mortgagees of the undertaking of the tramways company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than six thousand pounds in the whole. Appoint-  
ment of a  
receiver.

**20.** All money borrowed on mortgage by the tramways company under the powers of this Act shall rank *pari passu* as regards both principal and interest and shall have priority against the tramways company and all the property from time to time of the tramways company over all other claims on account of any debts incurred or to be incurred or engagements entered into or to be entered into by them after the passing of this Act but nothing in this section shall affect any claim in respect of land acquired by the tramways company or injuriously affected by the construction of the company's tramways or by the exercise of any of the powers conferred upon the tramways company. Priority of  
mortgages  
over other  
debts.

**21.** The tramways company shall not create debenture stock. Tramways com-  
pany not to  
create debenture  
stock.

**22.**—(1) The tramways company may for the purposes of or in connection with their undertaking borrow money on temporary loans from bankers or the Transport Company or other persons by means of overdrafts or otherwise. Tramways  
company  
may incur  
temporary  
loans &c.

A.D. 1936.

(2) The power to borrow money conferred by this section shall be in addition to any powers for the time being of the tramways company to borrow on mortgage of their undertaking.

(3) The aggregate amount outstanding at any one time of the money borrowed under this section and under section 18 (Borrowing powers of tramways company) of this Act shall not exceed one hundred thousand pounds.

Application  
of money.

23. All money raised by the tramways company under this Part of this Act shall be applied only for the purposes of the existing Acts and Order and this Act and the general purposes of the tramways company's undertaking being in every case purposes to which capital is properly applicable.

Deposit for  
future Bills  
not to be  
paid out of  
capital.

24. The tramways company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the tramways company to execute any work or undertaking.

#### *Administrative provisions.*

Annual  
meetings.

25. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the ordinary meetings of the tramways company shall (except as the tramways company may from time to time by a resolution of a general meeting otherwise determine) be held once only in each year in such month and at such time and place as the directors may from time to time determine.

Quorum for  
general  
meeting.

26. For the purposes of constituting a meeting of the tramways company (whether ordinary or extraordinary) the prescribed quorum referred to in section 72 of the Companies Clauses Consolidation Act 1845 shall be three shareholders holding in the aggregate not less than one-twentieth of the paid-up capital of the tramways company other than loan capital.

As to  
directors.

27.—(1) The number of directors of the tramways company shall be four Provided that the tramways company may from time to time vary the number of

the directors between a minimum of three and a maximum of seven. A.D. 1936.

(2) Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the tramways company by reason of his holding any office or place of trust or profit under the tramways company or by reason of his being interested in any contract with the tramways company nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract :

Provided that if a director is or becomes interested in any contract with the tramways company (whether such interest shall arise before or after his appointment as a director) the nature of his interest in the contract shall be declared by him at the meeting of the directors at which the contract is determined or if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment For the purposes of this proviso a general notice given to the directors by one of them to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm shall be deemed to be a sufficient declaration of interest in relation to any contract so made.

28. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 it shall not be obligatory on the tramways company—

Register of shareholders and shareholders' address book.

- (a) to keep separately a register of shareholders and a shareholders' address book but in lieu thereof the tramways company may if they think fit keep one register only containing such particulars as are required by that Act to be entered in the register of shareholders and the shareholders' address book respectively; or
- (b) to authenticate by the affixing of their common seal or otherwise the register of shareholders or any register which the tramways company may keep in lieu thereof under the powers of this section.

A.D. 1936.

—  
Interim  
dividend  
and annual  
accounts.

**29.** If and so long as the ordinary meetings of the tramways company shall be held once only in each year the following provisions shall have effect:—

(a) It shall be lawful for the directors without the sanction or direction of a general meeting to pay in any year an interim half-yearly dividend on the capital of the tramways company out of the funds and revenues of the tramways company applicable to the payment of dividends; and

(b) Section 116 of the Companies Clauses Consolidation Act 1845 shall in its application to the tramways company have effect as if the words “preceding period of twelve months” were substituted therein for the words “preceding half-year.”

Remunera-  
tion of  
secretary.

**30.** In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1889 they may determine the remuneration of the secretary.

As to  
contracts.

**31.** Notwithstanding anything in any Act relating to the tramways company any contract or agreement required to be in writing and not under seal may be signed on behalf of the tramways company by the secretary or other person appointed in that behalf by the directors.

*Miscellaneous.*

Power to  
retain sell  
&c. lands.

**32.** Notwithstanding anything in the existing Acts and Order or any Act incorporated therewith respectively the tramways company may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of to such persons in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and in case of sale either in consideration of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest in lands acquired at any time by them and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposal of such lands or interests and may make do and execute any deed act or thing proper for effectuating



any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange. A.D. 1936. —

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| <p><b>33.</b> The following sections of the existing Acts and Order are hereby repealed:—</p> <p>Swansea Improvements and Tramways Act 1874—<br/>Sections 17 to 23 and 28.</p> <p>Swansea Improvements and Tramways Act 1878—<br/>Sections 23 to 33.</p> <p>Swansea Tramways Act 1882—<br/>Sections 5 to 8.</p> <p>Swansea Improvements and Tramways Act 1897—<br/>Sections 22 to 29.</p> | <p>Repeal of certain provisions of tramways company's Acts.</p> <p>37 &amp; 38 Vict. c. cxxxviii.<br/>41 &amp; 42 Vict. c. cxlvii.<br/>45 &amp; 46 Vict. c. cxxviii.<br/>60 &amp; 61 Vict. c. ccxxvi.</p> |
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| <p><b>34.</b> The tramways company shall in every year within three months after the close of their financial year or such longer period as the Minister may allow send to the Minister a copy of their annual accounts.</p> | <p>Accounts of tramways company to be sent to Minister.</p> |
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*Dissolution of tramways company.*

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| <p><b>35.</b>—(1) The tramways company may at any time after the final date of abandonment by resolution of a general meeting determine that they shall become and be dissolved on such date as may be stated in the resolution.</p> | <p>Dissolution of tramways company and vesting of property in Transport Company.</p> |
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(2) On the date mentioned in any resolution passed pursuant to this section or on the thirty-first day of December nineteen hundred and fifty-six whichever date is the earlier (such earlier date being hereinafter in this Part of this Act referred to as "the date of dissolution") the tramways company shall become and be by virtue of this Act dissolved and the whole of the undertaking of the tramways company as then existing shall become and be vested in the Transport Company by virtue of this Act without payment therefor.

(3) In this section the expression "the undertaking of the tramways company" shall include all lands buildings public service vehicles goods chattels stocks and stores of all kinds moneys credits bills notes powers rights privileges and authorities and all other the real and personal property whatsoever and wheresoever of or

A.D. 1936. — belonging to or in any way attached to or vested in the tramways company at the date of dissolution including things in action and the full benefit of all leases contracts and agreements entered into by the tramways company which shall be subsisting at the date of dissolution but subject to all debts liabilities and obligations of the tramways company (including any liability of the tramways company under Part II (Road transport) of this Act) which shall be subsisting at that date.

Payments  
to certain  
share-  
holders of  
tramways  
company.

**36.**—(1) Within one month after the date of dissolution the Transport Company shall pay to every person (other than themselves and any person holding shares for or in trust for the Transport Company) who on that date was the holder of shares in the capital of the tramways company such sum of cash as shall be certified by an auditor appointed by the President of the Institution of Chartered Accountants for England and Wales to be the fair value of those shares at that date after allowing for any dividend which shall have accrued thereon up to that date.

If any sum of cash required to be paid by the Transport Company to any such person under this subsection be not paid within the said period of one month it shall carry interest at the rate of five per centum per annum from the expiration of that period until the date of payment.

(2) The several persons who at the date of dissolution appear in the registers of the tramways company as holders of shares in the said capital or the respective executors or administrators of those persons shall for the purposes of subsection (1) of this section and the next succeeding section of this Act be deemed to be the holders of shares in the said capital at the date of dissolution of the respective numbers and classes stated in those registers and on and after the date of dissolution the registers of transfers of the tramways company shall be permanently closed and no transfer of any such shares made on or after that date shall as between the Transport Company and the party claiming thereunder be of any effect.

(3) The receipt of any person who appears by the said registers to have been at the date of dissolution

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

the holder of any shares in the said capital or of the executors or administrators of any such person for any sum of cash and interest due to such holder under subsection (1) of this section shall be a sufficient discharge to the Transport Company in respect of that sum of cash and interest.

A.D. 1936.

**37.**—(1) Within one month after the date of dissolution the Transport Company shall give to every person who under the last preceding section of this Act shall then be entitled to a sum of cash from the company notice in writing of the provisions of subsection (1) of that section and stating the sum of cash to which he shall then be so entitled and such notice shall be given either by delivering the notice to the person entitled to receive it or by sending it by post in a registered letter addressed to the address of such person as appearing in the shareholders' address book or register of the tramways company at the date of dissolution.

Share-  
holders who  
cannot be  
found.

(2) If any person to whom notice shall have been given by the Transport Company in accordance with the provisions of subsection (1) of this section shall not within the period of two months from the giving of the notice have claimed payment of the sum of cash and any interest due to him under subsection (1) of the last preceding section or if any person entitled to any such sum of cash or interest cannot give an effectual receipt therefor the Transport Company may pay such sum of cash and any interest accrued due thereon and any dividends due at the date of dissolution on the shares to which such holder was then entitled to the Accountant-General for and on behalf of the Supreme Court of Judicature in England under any Act for the time being in force for the relief of trustees. Every such payment shall discharge the Transport Company and the directors of that Company from all further liability with respect to the sum of cash interest and dividend so paid and for the purposes of this Act such sum of cash interest and dividend shall be deemed to have been paid to the person absolutely entitled thereto and any person afterwards showing to the satisfaction of the Chancery Division of the High Court that he is

A.D. 1936. — entitled thereto may obtain payment of such sum of cash interest and dividend accordingly.

Pending actions.

**38.** If at the date of dissolution any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing by or against or in favour of the tramways company the same shall not abate or be discontinued or be in anywise prejudicially affected by reason of the vesting in the Transport Company of the undertaking of the tramways company but the same may be continued prosecuted or enforced by against or in favour of the Transport Company as and when it might have been continued prosecuted or enforced by against or in favour of the tramways company if the said undertaking had not been vested in the Transport Company but not further or otherwise.

Recovery of sums due to tramways company.

**39.** All sums which at the date of dissolution are due or payable or accruing due or payable to the tramways company shall continue to be due and payable and may be collected and recovered by the Transport Company in the same manner and with and by the same benefits and processes as those with and by which the tramways company might have collected and recovered the same and shall belong to the Transport Company for their own benefit.

Contracts to be binding.

**40.** Subject to the provisions of this Act all contracts agreements conveyances deeds leases and instruments affecting the tramways company and in force at the date of dissolution shall as from that date be as binding and of as full force and effect against or in favour of the Transport Company and may be enforced as fully and effectually as if instead of the tramways company the Transport Company had been a party thereto or bound thereby or entitled to the benefit thereof.

Books &c. to remain evidence.

**41.** All books and documents which if this Act had not been passed would have been evidence in respect of any matter for or against the tramways company shall after the date of dissolution be admitted in evidence in respect of the same or the like matter for or against the Transport Company.

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

42. On the date of dissolution the existing Acts and Order (so far as not previously repealed) shall become and be repealed and the following sections of Part II of this Act shall also become and be repealed:—

- Section 11 (Power to run public service vehicles);
- Section 12 (Working and other agreements);
- Section 13 (For protection of the Postmaster-General);
- Section 14 (Fares and charges).

A.D. 1936.

—  
Final repeal  
of tramways  
company's  
Acts and  
Order.

#### PART IV.

##### OYSTERMOUTH AND MUMBLES RAILWAYS.

43. In this Part of this Act—

“ the Act of 1804 ” means the first Act mentioned in the Fourth Schedule to this Act;

“ the Oystermouth railway ” means the railway or tramroad and the branch railway or tramroad (known as “ the Clyne Valley branch railway ”) purported to have been constructed in pursuance of the powers conferred by the Act of 1804 as such railway or tramroad and branch railway or tramroad respectively exist at the passing of this Act;

“ the Oystermouth railway undertaking ” means the undertaking authorised by the Act of 1804 as amended by any subsequent Act and this Act and includes the Oystermouth railway and all stations buildings lands works and conveniences held by the Transport Company in connection with the Oystermouth railway at the passing of this Act under or by virtue of the railways lease;

“ the Swansea Company ” means the Swansea and Mumbles Railways Limited;

“ the Mumbles Company ” means the Mumbles Railway and Pier Company;

“ the Mumbles railway ” means the railways constructed in pursuance of the powers conferred by the Acts of 1889 1892 1897 and 1898 mentioned in the Fourth Schedule to this Act;

Definitions  
for Part IV.

A.D. 1936.

“ the Mumbles railway undertaking ” means the undertaking authorised by the said Acts of 1889 1892 1897 and 1898 as amended by any subsequent Act and this Act and includes the railways pier pierhead and works of the Mumbles Company demised by the railways lease and all stations refreshment rooms buildings lands and works of the Mumbles Company belonging to or connected with such railways pier pierhead and works and so demised ;

“ the railways lease ” means the lease made the sixteenth day of December eighteen hundred and ninety-nine between the Swansea Company the Mumbles Company and the tramways company by which the Swansea Company and the Mumbles Company respectively demised to the tramways company (inter alia) the Oystermouth railway and the Mumbles railway and the pier pierhead works and other property of the Mumbles Company for a term of nine hundred and ninety-nine years from the first day of July eighteen hundred and ninety-nine.

Confirma-  
tion of  
assignment  
of railways  
lease.

44. Notwithstanding anything in any public or private Act of Parliament the assignment made on the seventeenth day of September nineteen hundred and twenty-nine between the tramways company and the Transport Company whereby all the hereditaments and premises comprised in and demised by the railways lease were assigned to the Transport Company for the respective residues then unexpired of the several terms of years granted by the railways lease is hereby ratified and confirmed and the said assignment shall be deemed to have been lawfully made on the said seventeenth day of September nineteen hundred and twenty-nine and all things done thereunder are hereby ratified and confirmed and accordingly during the unexpired term of the railways lease—

(a) The Transport Company as representing the respective owners of the Oystermouth railway undertaking and the Mumbles railway undertaking may maintain regulate work and carry on those undertakings in accordance with the

A.D. 1936.

provisions of the Acts and Order mentioned in the Fourth Schedule to this Act as amended by any subsequent Act and this Act other than the provisions of the Acts mentioned in that schedule which under the next succeeding section of this Act will not apply to the Transport Company; and

- (b) All rights powers privileges and authorities conferred by the Acts and Order mentioned in that schedule as so amended (other than as aforesaid) shall belong to and be vested in the Transport Company and may lawfully be used exercised and enjoyed by the Transport Company and the directors thereof and their officers agents and servants; and
- (c) The Transport Company shall observe and perform the covenants on the part of the tramways company contained in the railways lease so far as such covenants were immediately before the passing of this Act subsisting and capable of taking effect and are not varied by or inconsistent with any of the provisions of this Act.

**45.**—(1) Notwithstanding anything in this Act none of the provisions of the Act of 1804 shall apply to the Transport Company except so much of section 1 thereof as authorises the maintenance regulation working and carrying on of the Oystermouth railway undertaking and the provisions of sections 60 to 74 and 81 to 84 of that Act.

Certain provisions of Oystermouth and Mumbles Acts not to apply to Transport Company.

(2) Notwithstanding anything in this Act sections 7 to 20 22 and 59 of the Mumbles Railway and Pier Act 1889 and sections 20 to 29 and 33 of the Mumbles Railway and Pier Act 1898 and the provisions of the Companies Clauses Acts 1845 to 1889 incorporated with either of those Acts shall not apply to the Transport Company.

**46.** For the removal of doubts it is hereby declared that—

Defining Oystermouth railway and Mumbles railway.

- (1) The railway defined in this Part of this Act as the Oystermouth railway comprises (i) so much of the railway or tramroad between

A.D. 1936.

Swansea and the Mumbles Head as is at the passing of this Act situate between a point in the Strand one hundred yards northwards of the centre of Pottery Bridge and a point one chain and thirty links measured along the railway or tramroad in a south-westerly direction from the centre of the bridge carrying the railway of the London Midland and Scottish Railway Company over the Oystermouth railway near the Mumbles Road station and (ii) the branch railway or tramroad (known as the Clyne Valley branch railway) which at the passing of this Act extends from a point on the last mentioned railway or tramroad five hundred feet north eastwards from the centre of the said bridge to a place called Ynis Gate in the Clyne Valley; and

- (2) The railways defined in this Part of this Act as the Mumbles railway comprise so much of the said railway or tramroad as is at the passing of this Act situate between the second point mentioned in paragraph (1) of this section and its termination at the Mumbles Head.

Fares for  
passengers  
on Oyster-  
mouth and  
Mumbles  
railways.

47.—(1) Notwithstanding anything in the Acts and Order mentioned in the Fourth Schedule to this Act or any other enactment the Transport Company shall be entitled to demand and take in respect of passengers conveyed upon the Oystermouth railway or the Mumbles railway a fare not exceeding one penny and one halfpenny per mile and in computing the said fare a fraction of a mile shall be deemed to be a mile Provided that in no case shall the Transport Company be bound to charge a less fare than twopence for a single journey.

(2) For the purpose of determining any fare payable under this section the Oystermouth railway and the Mumbles railway shall be deemed to be one railway.

Rates &c.  
for goods  
&c. on  
Oyster-  
mouth  
railway.

48. The Transport Company may demand and take in respect of goods minerals parcels and animals conveyed on the Oystermouth railway rates tolls and charges not exceeding those which at the passing of this Act were applicable to the conveyance of traffic



of the like description on the Mumbles railway and the classification of merchandise traffic applicable at the passing of this Act to the Mumbles railway shall apply to the Oystermouth railway. A.D. 1936.

49.—(1) In this section “ authorised rates ” means the fares rates tolls and charges which the Transport Company are authorised to levy demand and recover under or by virtue of this Part of this Act or any of the Acts mentioned in the Fourth Schedule to this Act. Revision of rates &c. on Oystermouth and Mumbles railways.

(2) If it is represented by application in writing to the Minister—

(a) by any chamber of commerce or any representative body of traders or any person who in the opinion of the Minister is a proper person for the purpose; or

(b) by the corporation; or

(c) by the Transport Company;

that in the circumstances then existing the authorised rates or any of them should be revised the Minister if he thinks fit may make an order revising the authorised rates referred to in the application or any of them and may fix the date as from which the order shall take effect and thenceforth the order shall remain in force until it expires or is revoked or modified by a further order of the Minister made in pursuance of this section.

(3) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require.

(4) Where on an application for revision of the authorised rates or any of them an order has been made or the Minister has decided not to make an order no further application for a revision of the rates or rate to which the application related shall be made within twelve months from the date of such order or decision as the case may be.

(5) Before making an order under subsection (2) of this section the Minister shall cause an inquiry to be held in reference thereto.

A.D. 1936.

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Application  
of general  
Railways  
Acts.

8 Vict. c. 20.

**50.**—(1) The provisions of the Railways Clauses Consolidation Act 1845 with respect to—

The carrying of passengers and goods upon the railway and the tolls to be taken thereon;

The regulating of the use of the railway;

The settlement of disputes by arbitration; and

The recovery of damages not specifically provided for and of penalties and the determination of any other matter referred to justices;

shall during the unexpired term of the railways lease apply to the Oystermouth railway and for the purposes of such application the expression “the special Act” in those provisions shall mean the Act of 1804 and this Part of this Act and the expression “the company” in those provisions shall mean the Transport Company.

(2) None of the following enactments shall during the unexpired term of the railways lease apply to the Transport Company (namely):—

Section 3 of the Railway Regulation Act 1840;

31 & 32 Vict.  
c. 119.

Sections 6 to 13 and section 34 of the Regulation of Railways Act 1868.

52 & 53 Vict.  
c. 57.

(3) The enactments mentioned in the Second Schedule to the Light Railways Act 1896 (so far as not previously repealed) except section 19 of the Regulation of Railways Act 1868 and sections 1 2 5 6 and 7 of the Regulation of Railways Act 1889 shall not during the unexpired term of the railways lease apply to the Oystermouth railway or the Mumbles railway.

Byelaws  
and  
regulations.

**51.**—(1) The byelaws and regulations made by the tramways company with respect to the Oystermouth railway on the fifteenth day of August nineteen hundred and thirty-three and allowed by the Minister on the twenty-third day of October in the same year shall continue in force until superseded by new byelaws made by the Transport Company in pursuance of the provisions of the Railways Clauses Consolidation Act 1845 which by the last preceding section are applied to the Oystermouth railway and those byelaws and regulations shall until superseded as aforesaid be deemed to have been made under the provisions of the said

[26 GEO. 5. & Swansea and District [Ch. xxxix.]  
1 EDW. 8.] Transport Act, 1936.

Act of 1845 and have effect as though the expression A.D. 1936.  
“ the Company ” therein meant the Transport Company. —

(2) The byelaws and regulations made by the tramways company with respect to the Mumbles railway on the said fifteenth day of August and allowed by the Minister on the said twenty-third day of October shall also continue in force until superseded by new byelaws made by the Transport Company under the provisions of the said Act of 1845 as incorporated with the Mumbles Railway and Pier Act 1889 and have effect as though the expression “ the Company ” therein meant the Transport Company.

**52.** Notwithstanding anything in this Act or in any Act relating to the Oystermouth railway undertaking or the Mumbles railway undertaking the Transport Company may with the consent of the lessors under the railways lease (which consent shall not be unreasonably withheld but may be given subject to such reasonable terms and conditions (pecuniary or otherwise) as the lessors may think fit to impose) sell lease exchange or otherwise dispose of in such manner and for such consideration as they may think fit and either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form the whole or any part of their estate and interest in any lands demised to or held by them under the railways lease and not required for the purposes of the said undertakings and may with the like consent sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such estate and interest or any part thereof and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange. Power to sell &c. lands.

**53.** Nothing in this Act shall take away alter prejudice or diminish the obligations of the Transport Company as assignees of the tramways company effectually to work use and manage the railways tramroads pier pierhead works and premises demised by the railways lease so as properly to develop the traffic thereon and to carry on the undertakings thereof without interruption except so far as prevented by strike or accident. As to traffic on Oystermouth and Mumbles railway undertakings.

A.D. 1936.  
—  
Saving for  
Great  
Western  
Railway  
Company.

29 & 30 Vict.  
c. cclviii.

**54.** Notwithstanding anything in this Act the following provisions for the protection of the Great Western Railway Company as successors of the Swansea Harbour trustees shall have effect:—

- (1) Nothing in this Part of this Act shall affect the operation of section 21 (Power to trustees to use part of the Oystermouth railway) of the Swansea Harbour Act 1866 or prejudice or restrict in any manner the powers or rights of the Great Western Railway Company under that section or under the lease made the twenty-fifth day of April nineteen hundred and twenty-three between the tramways company and the Swansea Harbour trustees of a portion of the Oystermouth railway;
- (2) The Transport Company shall not work or use for passenger traffic so much of the Oystermouth railway as lies to the eastward or north-eastward of its junction with the Swansea lines undertaking of the London Midland and Scottish Railway Company at the eastern or goods entrance of the Victoria Station of that company in the borough except with the consent of the Great Western Railway Company and any such consent may from time to time be withdrawn;
- (3) The Transport Company shall not except with the consent in writing of the Great Western Railway Company alter the rails and works of the Oystermouth railway so as to prevent or interfere with the passage of engines carriages wagons and trucks for the purpose of mineral traffic passing over the portion of the Oystermouth railway which lies to the eastward or north-eastward of the said junction and shall not charge for goods or minerals passing over that portion of the Oystermouth railway any higher toll than is authorised by the Act of 1804.

Saving for  
London  
Midland  
and Scottish  
Railway  
Company.

**55.** Nothing in this Act nor the assignment to the Transport Company of the railways lease shall deprive the London Midland and Scottish Railway Company of any powers exerciseable by them immediately before the

[26 GEO. 5. & Swansea and District [Ch. xxxix.]  
1 EDW. 8.] Transport Act, 1936.

passing of this Act under section 103 (User by London and North Western Company of part of and junction with Oystermouth railway) of the Swansea Improvements and Tramways Act 1874. A.D. 1936.

56. The Transport Company are hereby authorised to keep one set of accounts relating to the Oystermouth railway undertaking and the Mumbles railway undertaking but they shall keep those accounts separate from the accounts relating to any other undertaking or business carried on by them. Separate accounts of railway undertaking.

## PART V.

### MISCELLANEOUS.

57. The scheduled agreement is hereby confirmed and made binding on the Transport Company the tramways company and the corporation and due effect shall be given thereto accordingly. Provided that notwithstanding anything in this section all or any of the provisions of the scheduled agreement may be varied by an agreement made between the Transport Company the tramways company and the corporation before the dissolution of the tramways company or between the Transport Company and the corporation after the dissolution of the tramways company. Confirmation of scheduled agreement.

58.—(1) The corporation shall have power (in addition and without prejudice to their powers of borrowing under the Local Government Act 1933) from time to time to borrow without the consent of any sanctioning authority such sum or sums as may be necessary for the purposes of the scheduled agreement but not exceeding the sum of one hundred thousand pounds and shall pay off all money so borrowed within such period as the corporation may determine but not exceeding twenty-one years from the date or respective dates of borrowing. Power to Corporation to borrow. 24 & 25 Geo. 5. c. 51.

(2) The provisions of Part IX of the Local Government Act 1933 so far as they are not inconsistent with this Part of this Act shall extend and apply to money borrowed under this section as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed

A.D. 1936.  
—

under this section shall as respects that money be the fixed period for the purpose of the said Part IX.

Power to  
corporation  
to purchase  
parts of  
Transport  
Company's  
under-  
takings.

**59.**—(1) If the corporation by resolution passed at a special meeting of the town council held before the year nineteen hundred and fifty-seven shall decide to purchase on the thirty-first day of December nineteen hundred and fifty-seven (hereinafter referred to as “the date of purchase”) all those parts of the undertakings of the Transport Company which are more particularly described in subsection (2) of this section and are hereinafter referred to as “the purchaseable parts of the undertakings” and shall at a date not less than twelve months nor more than eighteen months before the date of purchase give notice in writing to the Transport Company of their intention so to do then the following provisions shall have effect:—

- (a) As from the date of purchase the Transport Company shall sell and the corporation shall purchase as a whole the purchaseable parts of the undertakings;
- (b) As consideration for the purchase the corporation shall pay to the Transport Company such sum as may be agreed between the Transport Company and the corporation or in default of agreement determined by arbitration to be the fair market value of the purchaseable parts of the undertakings as a going concern and in addition such compensation in respect of the severance of the purchaseable parts of the undertakings from the remainder of the undertakings of the Transport Company as may be so agreed or determined in accordance with the provisions of subsection (5) of this section;
- (c) On payment of the said consideration by the corporation to the Transport Company such of the property specified in paragraph (i) of subsection (2) of this section as the Transport Company may be entitled to transfer or deliver to the corporation and the property specified in paragraph (iii) of that subsection shall be transferred or delivered by the Transport Company to the corporation and the rights powers privileges and authorities then vested

[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

in or belonging to the Transport Company under or by virtue of the railways lease or the assignment thereof to the Transport Company or Part IV (Oystermouth and Mumbles railways) of this Act with respect to the Oystermouth railway undertaking and the Mumbles railway undertaking shall belong to and be vested in the corporation and may lawfully be exercised and enjoyed by the corporation and their officers agents and servants; A.D. 1936.

- (d) On the said payment of the said consideration the corporation shall to the exclusion of the Transport Company be subject to all liabilities and obligations whether arising by statute or otherwise howsoever (including the obligations of the Transport Company under the railways lease or under this Act with respect to the Oystermouth railway undertaking or the Mumbles railway undertaking) to which the Transport Company shall immediately before the date of purchase be subject in respect of the purchaseable parts of the undertakings Provided that the corporation shall not by virtue of this paragraph be subject to any liability or obligation of the Transport Company in respect of any loan raised for the purposes of the purchaseable parts of the undertakings.

(2) The parts of the undertakings of the Transport Company which shall be purchaseable by the corporation under subsection (1) of this section shall be—

- (i) such part of the undertakings of the Transport Company as shall at the date of purchase consist in the provision of services of stage carriages and express carriages within the transport area (as hereinafter defined) including—

(a) such estate or interest as the Transport Company may at the date of purchase be entitled to sell and assign in any garage or other building or land situate in the transport area and used by the Transport Company wholly or mainly for the purposes of the services aforesaid; and

A.D. 1936.  
—

(b) such of the stage carriages and express carriages plant equipment and stores belonging to the Transport Company at the date of purchase as shall immediately before the date of purchase be wholly or mainly applied to or used in connection with the provision of the services aforesaid;

- (ii) the whole of the interest of the Transport Company as assignees of the railways lease in the Oystermouth railway undertaking and the Mumbles railway undertaking as existing at the date of purchase; and
- (iii) all rolling stock plant equipment and stores provided for use or used in connection with the Oystermouth railway undertaking or the Mumbles railway undertaking and belonging to the Transport Company at the date of purchase.

(3) Any question arising as to the parts of the undertakings of the Transport Company purchaseable by the corporation under this section shall in default of agreement be determined by arbitration.

(4) (a) The Transport Company shall be entitled to all profits and other receipts and shall discharge and pay all outgoings and liabilities in respect of the purchaseable parts of the undertakings which shall have accrued due or become payable on or before the date of purchase and the corporation shall be entitled to all profits and other receipts and shall discharge and pay all outgoings and liabilities in respect of the purchaseable parts of the undertakings which shall accrue due or become payable after the date of purchase other than any liability of the Transport Company in respect of any loan raised for the purposes of the purchaseable parts of the undertakings.

(b) The Transport Company shall pay to the corporation so much of any profits and other receipts received by the Transport Company on or before the date of purchase as is in respect of any period subsequent to that date and so much of any outgoings and liabilities paid or discharged by the corporation after the date of purchase as is in respect of any period ending on or before that date.



A.D. 1936.

(c) All profits and other receipts accruing prior to the date of purchase but not at that date actually due or payable shall when due be recoverable by the corporation who shall pay to the Transport Company such proportion of such profits and other receipts as shall be attributable to any period ending on or before the date of purchase and the corporation shall further pay to the Transport Company so much of any outgoings and liabilities paid or discharged by the Transport Company on or before the date of purchase (other than any liability of the Transport Company in respect of any loan raised for the purposes of the purchaseable parts of the undertakings) as is in respect of any period after the date of purchase.

(d) For the purposes of this subsection all profits and other receipts outgoings and liabilities in respect of the purchaseable parts of the undertakings shall if necessary be apportioned between the Transport Company and the corporation as at the date of purchase and all other necessary adjustments shall be made.

(5) The compensation payable to the Transport Company in respect of the severance of the purchaseable parts of the undertakings from the remainder of the undertakings of the Transport Company shall be ascertained in manner following:—

(i) an estimate shall be made of the additional cost per car mile which would have been incurred by the Transport Company during the last complete financial year preceding the date of purchase in operating public service vehicles on the following assumptions—

(a) that the purchase by the corporation of the purchaseable parts of the undertakings had taken place immediately before the beginning of that financial year;

(b) that such reduction of overhead or other expenses had been effected during that year as might reasonably have been effected in view of that purchase; and

(c) that the Oystermouth railway undertaking the Mumbles railway undertaking and such part of the Transport Company's undertakings as shall consist in the provision

A.D. 1936.

of services of public service vehicles had immediately before the beginning of that year been carried on together as one undertaking;

- (ii) the compensation payable as aforesaid shall be a sum equal to the additional cost per car mile so estimated multiplied by five times the number of car miles run during that year by the public service vehicles from time to time operated by the Transport Company other than miles so run in the provision of services of stage carriages and express carriages within the transport area.

(6) If the corporation shall purchase the purchaseable parts of the undertakings pursuant to this section the corporation shall on and after the date of purchase be deemed for the purposes of Part V of the Road Traffic Act 1930 to be a local authority who under a local Act or Order are operating a tramway light railway trolley vehicle or omnibus undertaking and that Part of that Act shall have effect accordingly.

(7) In this section expressions to which meanings are assigned by Part IV (Oystermouth and Mumbles railways) of this Act have the same respective meanings and the expression "the transport area" has the same meaning as in the scheduled agreement.

Saving for  
traffic  
com-  
missioners.

**60.** Nothing in this Act or in the scheduled agreement shall be in derogation of the provisions of Part IV of the Road Traffic Act 1930 or of Part IV of the Road Traffic Act 1934.

Inquiries by  
Minister.

**61.** In determining any difference which the Minister is by this Act authorised to determine the Minister may hold such inquiries as he may consider necessary and subsections (2) to (5) of section 290 of the Local Government Act 1933 shall apply to any such inquiry and to any other inquiry which the Minister is authorised to hold under this Act as if it were an inquiry held in pursuance of subsection (1) of that section and the Transport Company were a local authority.

Accounts of  
Transport  
Company to  
be sent to  
Minister.

**62.** The Transport Company shall in every year within one month after the general meeting before which the profit and loss account and balance sheet made out in that year shall have been laid by the directors of the

[26 GEO. 5. & Swansea and District [Ch. xxxix.]  
1 EDW. 8.] Transport Act, 1936.

Transport Company in pursuance of section 123 of the Companies Act 1929 send to the Minister a copy of such account and balance sheet. A.D. 1936.  
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19 & 20  
Geo. 5. c. 23.

**63.** Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration then unless other provision is made the question or dispute shall be referred to a single arbitrator to be agreed between the parties or failing agreement appointed on the application of any party to the question or dispute (after notice in writing to the other or others of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 shall apply to the reference. As to arbitration.  
52 & 53 Vict.  
c. 49.  
24 & 25  
Geo. 5. c. 14.

**64.**—(1) The Transport Company shall deliver to the Registrar of Companies a printed copy of this Act and he shall retain and register it. If such copy is not so delivered within three months from the passing of this Act the Transport 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 Transport Company who knowingly and wilfully authorises such default shall incur a like penalty. Copy of Act to be registered.

(2) Every penalty under this section shall be recoverable summarily.

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

**65.** All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act and otherwise in relation thereto shall be paid by the Transport Company. Costs of Act.

A.D. 1936.

The SCHEDULES referred to in the  
foregoing Act.

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FIRST SCHEDULE.

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ACTS AND ORDER RELATING TO TRAMWAYS OF SWANSEA  
IMPROVEMENTS AND TRAMWAYS COMPANY.

| Session and chapter.      | Short title.  |
|---------------------------|---|
| 37 & 38 Vict. c. cxxxviii | Swansea Improvements and Tramways<br>Act 1874.  |
| 41 & 42 Vict. c. cxlvii   | - Swansea Improvements and Tramways<br>Act 1878.<br>Swansea Tramways (Extension) Order<br>1879. |
| 45 & 46 Vict. c. cxxviii  | - Swansea Tramways Act 1882.  |
| 60 & 61 Vict. c. ccxxvi   | - Swansea Improvements and Tramways<br>Act 1897.  |

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SECOND SCHEDULE.

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ORDER AND ACTS RELATING TO TRAMWAYS AND LIGHT  
RAILWAYS OF SWANSEA CORPORATION.

| Session and chapter.  | Short title.                                       |
|-----------------------|--|
|                       | Swansea and District Light Railways<br>Order 1902. |
| 2 Edw. 7. c. ccxxxii  | - Swansea Corporation Act 1902.                    |
| 2 & 3 Geo. 5. c. xcix | - Swansea Corporation Act 1912.                    |

[26 GEO. 5. & Swansea and District [Ch. xxxix.]  
1 EDW. 8.] Transport Act, 1936.

THIRD SCHEDULE.

A.D. 1936.

ACT RELATING TO ALL OF THE TRAMWAYS AND LIGHT RAILWAYS.

Session and chapter. Short title.

25 & 26 Geo. 5. c. lxxxvi Swansea Tramways Act 1935.

FOURTH SCHEDULE.

ACTS AND ORDER RELATING TO OYSTERMOUTH RAILWAY OR TRAMROAD AND MUMBLES RAILWAY.

Session and chapter. Short title.

44 Geo. 3. c. lv - - An Act for making and maintaining a railway or tramroad from the town of Swansea into the parish of Oystermouth in the county of Glamorgan.

52 & 53 Vict. c. cxciv - Mumbles Railway and Pier Act 1889.

55 & 56 Vict. c. cix - Mumbles Railway and Pier Act 1892.

60 Vict. c. xxi - - Mumbles Railway and Pier Act 1897.

61 & 62 Vict. c. cxliv - Mumbles Railway and Pier Act 1898.

62 & 63 Vict. c. ccxxxiv The Oystermouth Railway or Tramroad Act 1899.

The Oystermouth Railway or Tramroad and Mumbles Railway (Electrical Power) Order 1925 (S.R. & O. 1925 No. 550).

A.D. 1936.

FIFTH SCHEDULE.

THIS AGREEMENT made this twenty-eighth day of February nineteen hundred and thirty-six between THE SOUTH WALES TRANSPORT COMPANY LIMITED whose registered office is situate at 88 Kingsway in the county of London (hereinafter referred to as "the Transport Company") of the first part THE SWANSEA IMPROVEMENTS AND TRAMWAYS COMPANY whose principal office is situate at 88 Kingsway aforesaid (hereinafter referred to as "the Tramways Company") of the second part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF SWANSEA (hereinafter referred to as "the Corporation") of the third part.

WHEREAS the Transport Company are promoting in the present session of Parliament a Bill (*a*) to provide for the abandonment of the tramways and light railways in the county borough of Swansea now being operated by the Tramways Company subject to the running of adequate and satisfactory services of stage carriages in substitution for services of cars on such tramways and light railways (*b*) to confer further powers on the Tramways Company (*c*) to ratify an assignment dated the 17th day of September 1929 and made between the Tramways Company of the one part and the Transport Company of the other part whereby all the hereditaments and premises comprised in a lease dated the 16th day of December 1899 and made between the Swansea and Mumbles Railways Limited of the first part the Mumbles Railway and Pier Company of the second part and the Tramways Company of the third part (being a lease to the Tramways Company of the Oystermouth railway or tramroad the Mumbles railway and pier and other property) were assigned to the Transport Company for the respective residues then unexpired of the several terms of years granted by the said lease and (*d*) for other purposes;

And whereas the Transport Company are providing services of stage carriages both within and without the said borough;

And whereas the Corporation has agreed not to oppose the said Bill in consideration of such agreement being entered into as is hereinafter contained and of amendments being made to the said Bill as shown on the copy thereof signed by Walter Sedgwick on behalf of the Transport Company and the Tramways Company and Edward Geoffrey Hippisley Cox on behalf of the Corporation (which Bill as so amended is hereinafter referred to as "the amended Bill");

Now this deed witnesseth and it is hereby agreed and declared as follows:— A.D. 1936.

1. In this agreement the following expressions shall have the following respective meanings (namely):—

“the tramways” shall mean the said tramways and light railways now being operated by the Tramways Company;

“transport area” shall mean (i) the county borough of Swansea as now constituted or as extended or varied from time to time and (ii) the districts more particularly described in the schedule hereto;

“year” shall mean calendar year;

“stage carriage” “contract carriage” and “public service vehicle” shall have the same respective meanings as are given thereto by the Road Traffic Acts 1930 to 1934 or any statutory modification or re-enactment for the time being in force;

“traffic commissioners” shall mean the traffic commissioners for the South Wales traffic area appointed under the Road Traffic Act 1930;

“the final date of abandonment” shall have the same meaning as in the amended Bill.

2.—(1) The Transport Company and the Tramways Company or one of them shall apply to the traffic commissioners and use their best endeavours to obtain before the 1st day of August 1938 such road service licences as may be necessary to authorise the Transport Company and the Tramways Company or one of them to provide adequate and satisfactory services of stage carriages in substitution for services of cars on the routes of the tramways or on alternative routes approved by the Corporation.

(2) The Transport Company and the Tramways Company or one of them shall from time to time apply to the traffic commissioners and use their best endeavours to obtain such road service licences as may be necessary to authorise the Transport Company and the Tramways Company or one of them to continue the said services.

(3) The Corporation shall do all such acts and things as they lawfully can or may and the Transport Company or the Tramways Company may from time to time reasonably require in support of any such application as aforesaid.

3.—(1) As soon as reasonably practicable after the Bill shall receive the Royal Assent the Corporation shall subject to the necessary powers being conferred raise and lend to the Transport Company the sum of £100,000 upon the following terms and conditions:—

(a) the Transport Company shall repay to the Corporation the sum so lent by equal half-yearly instalments of

A.D. 1936.  
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£2,500 payable on the 30th day of June and the 31st day of December in every year (the first instalment to become payable on the 30th day of June or the 31st day of December (whichever shall be the earlier) next following the expiration of six months from the date on which the said sum shall have been paid to the Transport Company) with interest on the said sum or the balance thereof for the time being outstanding at the same rate as shall be payable by the Corporation in respect of the sum so raised. Provided that the Transport Company shall at any time after the year 1952 or sooner with the consent of the Corporation be entitled on giving to the Corporation not less than six months' previous notice in writing expiring on the 30th day of June or the 31st day of December to repay the balance of the said sum then outstanding with interest thereon at the rate aforesaid to the date of repayment;

- (b) the sum so lent and for the time being outstanding with the interest thereon shall be secured by the issue to the Corporation of a debenture or if the Corporation shall so require a series of debentures each of such nominal amount (being a multiple of £100) as the Corporation may reasonably require charged by way of floating charge on the undertaking and assets of the Transport Company;
- (c) the said debenture or debentures shall be subject to conditions to the effect that—

(i) prior to the year 1953 the Transport Company shall not without the consent of the Corporation sell or dispose of any shares in the capital of the Tramways Company for the time being held by or on behalf of the Transport Company or pay off any paid up share capital or make any distribution of capital assets amongst its shareholders; and

(ii) the Transport Company shall not be at liberty to create any mortgage or charge on its undertaking or assets ranking in priority to or *pari passu* with the said debenture or debentures save that the Transport Company shall be entitled from time to time after the outstanding amount of the loan from the Corporation has been reduced to £50,000 or less to borrow moneys secured by a like charge and otherwise ranking in all respects *pari passu* with the sum so lent by the Corporation up to an amount equal to the total amount of the instalments of principal paid by the Transport Company to the Corporation.



[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

(2) (a) The said debenture or debentures shall be prepared by and at the expense of the Transport Company and shall be in such form and contain such terms and conditions (including provisions for the enforcement of the security) as the Corporation may reasonably require to give effect to this clause or be usual or proper in the circumstances.

A.D. 1936.

(b) Any question or difference arising as to the form or contents of the said debenture or debentures shall be referred to a barrister to be agreed between the parties hereto or in default of agreement to be nominated on the application of either party by the President for the time being of the Law Society and his decision shall be final and binding.

(3) (a) Between the date of this agreement and the issue to the Corporation of the said debenture or debentures the Transport Company shall not without the consent of the Corporation sell or dispose of any shares in the capital of the Tramways Company for the time being held by or on behalf of the Transport Company or pay off any share capital or make any distribution of capital assets amongst its shareholders.

(b) The Tramways Company shall not without the consent of the Corporation create any mortgage or charge on its undertaking or assets prior to the issue to the Corporation of the said debenture or debentures or thereafter so long as any balance of the sum lent by the Corporation to the Transport Company under this clause is outstanding.

(c) The Transport Company shall repay to the Corporation any expenses reasonably and properly incurred by the Corporation in raising the said sum including payments and allowances for or by way of commission underwriting stamp duty and all incidental expenses and all expenses so incurred by the Corporation in connection with the preparation and completion of the said debenture or debentures.

4.—(1) In this clause the following expressions shall have the following meanings respectively (namely) :—

“ miles run ” shall mean miles run by public service vehicles operated by the Transport Company or the Tramways Company (otherwise than under or by virtue of a working agreement with any other company body or person) or operated under or by virtue of such a working agreement by any party to the agreement whilst operated for the benefit of the Transport Company or the Tramways Company and shall include any miles run by any such vehicle to or from any garage or otherwise for any purpose incidental to the use of the vehicle as a public service vehicle ;

“ borough miles ” shall mean miles run as hereinbefore defined within the transport area but shall not include

A.D. 1936.

any miles so run by any public service vehicle on which no passenger holding a ticket available exclusively for any journey or journeys wholly within the transport area shall be entitled to be carried or by any public service vehicle whilst used as a contract carriage on a journey partly within and partly without the transport area.

(2) In respect of the year 1943 and each subsequent year until and including the year 1957 the Transport Company shall pay to the Corporation a sum equal to one quarter of the specified profits for that year calculated in manner hereinafter provided or a sum of £5,000 whichever shall be the greater.

(3) The Transport Company shall pay to the Corporation the sum of £2,500 on the 30th day of June and the 31st day of December in each of the years specified in subclause (2) of this clause and the balance (if any) of the sum payable pursuant to that subclause in respect of any such year as soon as the total sum so payable shall have been ascertained.

(4) (a) The specified profits for each of the years specified in subclause (2) of this clause shall be ascertained in accordance with this clause from the accounts and records of the Transport Company and the Tramways Company and as soon as practicable after the end of each such year the specified profits for that year shall be certified by the auditors for the time being of the Transport Company and an account showing such specified profits and the balance (if any) then payable to the Corporation in respect of that year shall be delivered or sent together with a copy of the auditor's certificate by the Transport Company to the Corporation.

(b) For the purpose of verifying the specified profits for each year as so ascertained and certified as aforesaid the Corporation shall have the right to inspect the relevant accounts and records of the Transport Company and the Tramways Company and to make extracts therefrom by any officer or accountant duly authorised for that purpose.

(5) For the purposes of this clause the specified profits for any year shall subject as hereinafter provided be deemed to be a sum calculated in manner following (that is to say):—

(a) the total amount earned during the year by the Transport Company and the Tramways Company or either of them from the carriage of passengers and parcels by public service vehicles whether within or without the transport area shall be divided by the total number of miles run from time to time during the year and multiplied by the total number of borough miles run from time to time during the year;

- (b) from the sum obtained pursuant to paragraph (a) there shall be deducted the aggregate of (i) a sum calculated by multiplying the average cost per vehicle mile of working all public service vehicles from time to time during the year operated by the Transport Company and the Tramways Company or either of them whether within or without the transport area by the borough miles but excluding from such average cost any allowance for depreciation or capital charges and (ii) a sum calculated by multiplying the sum of  $3\frac{1}{2}d.$  by the borough miles as an allowance for depreciation and all capital charges;
- (c) to or from the sum obtained pursuant to paragraph (b) there shall be added or deducted as the case may require a sum equal to the balance on the net revenue account for the same year of the railway undertakings (which expression in this agreement means the undertakings buildings lands and works demised by the said recited lease dated the 16th day of December 1899 and for the time being held by the Transport Company under or by virtue of such lease).

A.D. 1936.  
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(6) For the purposes of subclause (5) of this clause the balance on the net revenue account of the railway undertakings for any year shall be deemed to be the difference between (i) the total revenue received or receivable by the Transport Company during the year in respect of the railway undertakings and (ii) the total expenses of working the railway undertakings during that year. Provided that the total expenses of working the railway undertakings during any year shall be deemed to be the aggregate amount of (i) the total cost of working the railway undertakings during the year (including the rent payable by the Transport Company under the said lease but excluding any allowance for depreciation) and (ii) an amount equal to so much of the administration and general expenses of the Transport Company as relates to the railway undertakings and (iii) a fair allowance for depreciation on the plant cables permanent way buildings rolling stock equipment and other like assets owned or used by the Transport Company for the purposes of the railway undertakings the said allowance for depreciation on the rolling stock to be calculated on the basis of a life of 15 years for each vehicle and on all such other assets to be calculated on the basis of a life of 21 years.

(7) (a) If in any year after the year 1942 the ratio between the operations of the Transport Company and the Tramways Company within and their operations without the transport area (otherwise than under or by virtue of a working agreement with any other company body or person) shall have altered from the ratio between the operations of the Transport Company and the

A.D. 1936. — Tramways Company within the transport area (otherwise than as aforesaid) in the year next following the final date of abandonment and their operations in the same year without the transport area (otherwise than as aforesaid) and either the Corporation or the Transport Company shall have been materially prejudiced or benefited by such alteration and shall within two months after the date on which the specified profits for such first-mentioned year shall have been ascertained and certified as aforesaid and an account thereof delivered to the Corporation give notice in writing to the other requiring a revision in the manner of calculation of the specified profits then the specified profits for the year then current and every subsequent year (unless and until it shall be otherwise agreed or determined in accordance with this subclause) shall be calculated in such manner as will so far as practicable secure that neither the Corporation nor the Transport Company shall be materially prejudiced or benefited by such alteration of ratio Provided that if either the Corporation or the Transport Company shall give a notice pursuant to this subclause that party shall not be entitled to give any further notice pursuant to this subclause until after the expiration of five years from the commencement of the year in which such notice shall have been given.

(b) Any dispute or difference arising between the Corporation and the Transport Company as to whether there shall in any year have been any alteration of ratio or as to whether either the Corporation or the Transport Company shall have been materially prejudiced or benefited by any such alteration or as to the manner in which the specified profits ought to be calculated or otherwise as to any matter arising under this subclause shall in default of agreement be determined by arbitration.

(8) Any dispute difference or question arising between the Transport Company and the Tramways Company or either of them on the one hand and the Corporation on the other hand as to any matter which in default of agreement is under any of the provisions contained in this clause to be referred to or determined by arbitration or otherwise as to the construction or effect of any of such provisions or as to the rights or liabilities of any party under this clause shall be referred to a sole arbitrator to be agreed between the parties or failing agreement to be nominated on the application of either party (after notice in writing to the other) by the Minister of Transport and any such reference to arbitration shall be deemed to be a submission to arbitration within the Arbitration Acts 1889 to 1934 or any statutory modification or re-enactment thereof for the time being in force.

5. The Transport Company shall pay to the Corporation the sum of £60,000 by ten equal half-yearly instalments on the

30th day of June and the 31st day of December the first of such instalments to be paid on the 30th day of June or the 31st day of December (whichever shall be the earlier) next following the earliest date on which any section of the tramways shall be abandoned. A.D. 1936.

6.—(1) On the final date of abandonment the following agreements made between the Corporation and the Tramways Company shall notwithstanding anything therein respectively contained be determined and cease to have effect (namely):—

- (i) an agreement dated the 5th day of October 1916 (hereinafter referred to as "the principal agreement") relating to the supply of electrical energy by the Corporation to the Tramways Company;
- (ii) an agreement dated the 23rd day of July 1929 relating to the installation of a new feeder cable for the purposes of the tramways.

(2) As from the 31st day of March 1936 an agreement dated the 4th day of November 1925 and made between the Corporation of the one part and the Tramways Company of the other part (whereby provision was made for the repayment of a sum of £25,000 advanced by the Corporation to the Tramways Company as therein more particularly mentioned by 30 equal half-yearly instalments of principal and interest combined the first of which became payable on the 30th day of September 1926) shall be determined and cease to have effect.

(3) The sum of £10,400 payable by the Corporation to the Tramways Company under clause 4 of the principal agreement shall be deemed to be paid or satisfied on the 31st day of March 1936 and the Corporation shall thereafter cease to be liable to pay any further instalments thereof.

(4) The capital expenditure incurred by the Corporation and repayable by the Tramways Company under clause 5 of an agreement dated the 19th day of May 1927 and made between the Tramways Company of the one part and the Corporation of the other part (which relates to the supply of electrical energy for the purposes of the Oystermouth railway undertaking and the Mumbles railway undertaking and the benefit of which was assigned to the Transport Company by an assignment dated the 2nd day of April 1930 and made between the Tramways Company of the one part and the Transport Company of the other part) shall be deemed to have been repaid on the 31st day of December 1935 and the Tramways Company shall thereafter cease to be liable to make any further payments to the Corporation under clauses 5 or 6 of the said agreement and for the purposes of clause 6 thereof the last repayment shall be deemed to be made on the 31st day of March 1936.

A.D. 1936.

(5) After the 31st day of March 1936 the Tramways Company shall cease to be liable to make any further payment to the Corporation under clause 4 of the said agreement dated the 23rd day of July 1929 and for the purposes of that clause the said payments therein mentioned shall be deemed to have been completed on the 31st day of December 1935.

(6) In consideration of the foregoing provisions of this clause the Transport Company shall pay to the Corporation on the 1st day of January in the year 1937 and in each of the two next succeeding years the sum of £8,775 and if that sum be not then paid the Transport Company shall pay interest thereon at the rate of 5 per centum per annum from that date until the date of payment.

(7) Notwithstanding anything herein or therein contained the said agreement dated the 19th day of May 1927 as extended or modified by two agreements dated respectively the 5th day of January 1928 and the 31st day of December 1928 (each of which was made between the Tramways Company of the one part and the Corporation of the other part and the benefit of which was assigned to the Transport Company by the said assignment dated the 2nd day of April 1930) shall subject as in this clause provided remain in full force and effect until the 31st day of December 1942 in like manner as if the principal agreement had remained in force until that date and shall on that date be determined and cease to have effect.

7.—(1) As soon as the Bill shall receive the Royal Assent an advisory committee shall be constituted and shall consist of three persons from time to time nominated by the Corporation and three persons from time to time nominated by the Transport Company with power for the Corporation and the Transport Company each to nominate not more than three reserve members. In the absence of any member from any meeting of the committee a reserve member nominated by the party hereto who shall have nominated the absent member may attend and vote at that meeting of the committee in the place of the absent member but otherwise shall not be entitled to attend or vote at any meeting of the committee.

(2) A member or reserve member of the committee shall remain in office until his office shall be vacated by death or resignation or his nomination shall be revoked by the party hereto by whom he shall have been nominated. On the death or resignation or the revocation of the nomination of any member the party hereto by whom he shall have been nominated shall forthwith nominate another person as a member in his place.

(3) Every nomination of a member or reserve member and every revocation of any such nomination shall be made by

notice in writing given by the Corporation or the Transport Company as the case may be to the other of them. A.D. 1936.

(4) It shall be the duty of the committee from time to time to consider and to make proposals or recommendations to the Transport Company or the Tramways Company with regard to the operation and development of road passenger transport services within the transport area including the fares payable on such services.

(5) Any proposal or recommendation made by the committee shall forthwith be communicated to the parties and the Transport Company or the Tramways Company as the case may be shall if necessary forthwith apply to the traffic commissioners and use their best endeavours to obtain any road service licence or the variation of the conditions attached to any road service licence held by that company which may be necessary to enable that company to give effect to the proposal or recommendation so far as the same may be intended to be carried out by that company and the Corporation shall support any application so made and subject to the terms of and conditions attached to the road service licences for the time being held by the said companies and to the statutory obligations of the said companies the said companies shall as soon as reasonably practicable give effect to the proposal or recommendation.

(6) The committee may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they may from time to time think fit provided that unless otherwise determined by the committee the committee shall meet not less frequently than once in every quarter.

(7) The Transport Company shall from time to time appoint a suitable person to act as secretary of the committee and may from time to time revoke any appointment so made Any member or reserve member of the committee may be appointed and shall be at liberty to act as secretary.

(8) At their first meeting and at their first meeting after the 9th day of November in the year 1937 and in each subsequent year the committee shall elect a chairman who shall hold office until the close of the meeting in the following year at which a chairman is to be elected as aforesaid The chairman to be elected as aforesaid at the first meeting of the committee and in each subsequent year shall be elected from amongst the members nominated by the Transport Company and the Corporation alternately the chairman to be elected as aforesaid at the first meeting of the committee being elected from amongst the members nominated by the Transport Company.

(9) In the absence of the chairman from any meeting of the committee a chairman for that meeting shall be elected

A.D. 1936. — from such of the other members and reserve members present at the meeting as shall have been nominated by the party hereto by whom the chairman shall have been nominated.

(10) No business shall be transacted at any meeting of the committee unless four members or reserve members shall be present at the meeting of whom two shall be members or reserve members nominated by the Corporation and two shall be members or reserve members nominated by the Transport Company.

(11) All questions at any meeting of the committee shall be decided by a majority of votes of those present and voting each member or reserve member present having one vote. In case of an equality of votes the chairman shall not have a second or casting vote.

(12) Any officer of the Corporation or professional person for the time being advising the Corporation may at the request of any member or reserve member nominated by the Corporation attend any meeting of the committee with that member or reserve member and any officer of the Transport Company or professional person for the time being advising the Transport Company may at the request of any member or reserve member nominated by the Transport Company attend any meeting of the committee with that member or reserve member but any officer or other person so attending any meeting of the committee shall not be entitled to vote or otherwise take part in the proceedings at the meeting.

(13) Nothing herein contained shall prejudice or affect any right of the Corporation to appear and be heard before the traffic commissioners in relation to any matter affecting the operation or development of road passenger transport services within the transport area (including the fares payable on such services) which shall not be the subject or within the scope of a proposal or recommendation actually made by the committee.

(14) This clause shall remain in force until the 31st day of December 1957 and shall then terminate.

8. The Corporation shall do all such acts and things as they lawfully can or may and the Transport Company may reasonably require in support of the amended Bill and to obtain the approval of Parliament to this agreement and its confirmation by the amended Bill in the present session of Parliament.

9. This agreement shall come into force on the date on which the Bill shall receive the Royal Assent.

10. This agreement is conditional upon the approval and confirmation thereof by Parliament during the said session subject to such alterations as Parliament may think fit to make therein provided that if either House of Parliament shall make



[26 GEO. 5. &  
1 EDW. 8.]

*Swansea and District  
Transport Act, 1936.*

[Ch. xxxix.]

any material alteration in this agreement or in the amended Bill and either the Corporation or the Transport Company shall give notice in writing to the other of them before the Bill shall be read the third time in the second house to rescind this agreement then in that event or in the event of this agreement not being approved and confirmed as aforesaid during the said session the Transport Company shall forthwith withdraw the Bill and thereupon this agreement and everything therein contained shall forthwith become void. A.D. 1936.

In witness whereof the Transport Company the Tramways Company and the Corporation have caused their respective common seals to be hereunto affixed the day and year first above written.

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THE SCHEDULE above referred to.

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(i) The portion of the parish of Llangyfelach in the urban district of Llwehwr which lies between the north-western boundary of the county borough of Swansea as now constituted and a line drawn along the western side of the road leading from Treboeth to Llangyfelach Village and a line drawn along the northern side of the road leading from that village to Morryston Cross.

(ii) The portion of the parish of Rhyndwyclydach in the rural district of Pontardawe which lies between the northern boundary of the said borough as now constituted and a line drawn along the north-western side of Clydach Road Hebron Road and High Street Clydach from the said borough boundary to the junction of Vardre Road and High Street Clydach and a line drawn along the north-eastern side of the road leading from the said junction of Vardre Road and High Street Clydach to Glais to the said borough boundary at Glais Bridge.

(iii) The portion of the parish of Gowerton in the urban district of Llwehwr and the portion of the parish of Llanrhidian Higher in the rural district of Gower which lies between the western boundary of the said borough as now constituted and a line drawn along the north-eastern side of Gorwydd Road and the northern side of Sterry Road from the said borough boundary to the junction of Sterry Road and Hill Street and a line drawn along the western boundary of Hill Street the southern side of Mansel Street the western side of Cecil Road and the southern side of Dunvant Road from the said junction of Sterry Road and Hill Street to the said borough boundary at Dunvant Road.

(iv) So much of Gower Road in the parish of Bishopston in the rural district of Gower as lies between the western

A.D. 1936. — boundary of the said borough as now constituted and the junction of North Gower Road and South Gower Road.

(v) The portion of the parish of Bishopston in the rural district of Gower which lies between the western boundary of the said borough as now constituted and a line drawn along the northern side of the road from Clyne Common to Pennard through Northway to the junction of the said road with the road through Bishopston to Pyle Corner and the western side of the road through Bishopston from the said junction to Pyle Corner and the south-eastern side of the road from Pyle Corner to Oldway from Pyle Corner to the junction of such road with the road to Caswell Bay and the south-western and southern sides of the road to Caswell Bay from the last-mentioned junction to the said borough boundary at Caswell Bay.

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