

No 76

Dated 28th February 1906.

The Wolseley Tool &
Motor Car Company
Limited

— and —

The British Transport
Syndicate Limited. —

Agreement

— for —

supply of Motor Omnibuses.

An Agreement



made the ^{February} ~~horndy~~ eighth day of
One thousand nine
hundred and six Between The Wolseley Tool & Motor
Car Company Limited having its registered office at Alderley
Park Birmingham (hereinafter called 'the Suppliers') of the one part
and The British Transport Syndicate Limited having its
registered office at 55 and 56 Bishopsgate Street Within in the City
of London (hereinafter called 'the Syndicate') of the other part

~~It is agreed by the Syndicate for carrying the business of a motor~~
Omnibus Company in the Manchester District and it is of importance
that such Company shall be able to secure delivery as soon as
possible of a number of Motor Omnibuses suitable for its said
business And whereas the Suppliers have informed The Key
Engineering Company Limited as representing the Syndicate that
they have in stock or can very quickly supply and deliver twenty
five Motor Omnibuses of a type and quality hereinafter described
Now it is hereby agreed as follows:-

1. The Suppliers shall sell and the Syndicate shall purchase for the use of the New Company Twenty five Motor Omnibuses of the type power and description set out in the Specification a copy of which is scheduled hereto and is to be deemed one of the bases of this Agreement.
2. The said Motor Omnibuses shall be completed and delivered as follows (time being of the essence of the contract). The first Five Motor Omnibuses within one calendar month after the first general allotment of shares of the new Company a further Ten Motor Omnibuses within two calendar months after such first general allotment of shares and the remaining Motor Omnibuses within three calendar months after such first general allotment of shares And the Syndicate shall and will subject as hereinafter provided take or cause to be taken delivery accordingly.
3. The price of the said Motor Omnibuses shall be the sum of Seven hundred and seventy pounds in cash for each Omnibus complete in every particular and delivered at the works of the Suppliers at Birmingham.
4. Of the purchase price of each Omnibus Ninety per cent shall be paid on delivery and the remaining Ten per cent when each such Omnibus shall have been delivered for the period of Three calendar months mentioned in Clause 2 hereof without developing any such defects as therein specified or (in the case of any such defects being developed) when such defects shall have been duly remedied by the Suppliers.
5. Each of the said Motor Omnibuses shall in or before delivery be inspected by the Key Engineering Company Limited for the purpose of ascertaining if the conditions of this contract have been complied with.

and if any dispute shall arise as to whether or not such conditions have been complied with the dispute shall be referred to arbitration.

6. The Suppliers hereby guarantee that each Motor Omnibus shall be in all respects of the best material and workmanship and that if any omnibus shall before the expiration of three calendar months after the date of its delivery develop any defects directly attributable to faulty material or workmanship all such defects shall be forthwith made good by the Suppliers at their own expense and to the reasonable satisfaction of the City Engineering Company Limited but so nevertheless that the Suppliers shall not after the expiration of such three calendar months be under any responsibility in respect of each such Omnibus under any of the provisions of this contract or the specification. The Syndicate shall use its best endeavours to cause the new company to be duly registered and a Public Issue of Two hundred thousand Shares of the New Company at par to be made within seven days from the date hereof.

7. This Agreement is conditional upon the said proposed company obtaining its minimum subscription (which has been fixed at Seventy five thousand pounds) and if such minimum subscription has not been obtained and the certificate entitling the proposed company to commence business granted within ten days from the date hereof ^{hereto} either party by notice in writing to the other of them posted to or left with them at its registered office aforesaid forthwith determine this Agreement and in such case neither party shall be liable to the other in damages or otherwise howsoever.

8. The Syndicate shall be entitled to assign and transfer to the new Company all the benefits of and liabilities under this Agreement and from and after the date when the new company shall obtain a certificate entitling it to commence business upon the footing of a minimum subscription of not less than Seventy five thousand pounds the Syndicate shall on producing to the Suppliers satisfactory evidence that the new company has obtained such certificates and has validly assumed the liabilities of this Agreement be released from all liability hereunder.

9. Any dispute or difference which may arise between the parties hereto or the New Company and the Suppliers touching the construction meaning or effect of this Agreement or anything contained therein including any disputes arising on the Specification set out in the Schedule hereto in connection with the capabilities or the trials or tests of the Omnibuses and their machinery shall be referred to the arbitration of some independent person videlicet the President for the time being of the Institute of Civil Engineers or someone selected by him and such reference shall be deemed to be an arbitration under the Arbitration Act 1889 and shall have the full force and effect thereof.

In witness ^{whereof} the companies parties hereto have caused this Agreement to be duly executed the day and year first above written.

The Schedule above referred to
— Specification —

For Twenty-five Motor Omnibuses.

General.

The Omnibuses shall meet the requirements of Companies running public services and comply in all respects with all the conditions of Acts of Parliament and bye-laws and regulations of the Local Government Board existing at the date of this Agreement and shall be reasonably free from noise, smell or other defects liable to be considered a public nuisance.

The total tare weight of each omnibus inclusive of double deck body shall not be greater than four tons eighteen hundred weight.

The general outline and arrangement to be as shown on drawing N^o attached to the Specification and no departure shall be made from this drawing without the consent of the Purchasers or their Engineers which consent shall not be unreasonably withheld.

Bodies.

The Bodies are to be of the double deck type of the approved design to accommodate 34 passengers (16 inside and 18 outside). The Bodies are to be as light as possible, consistent with requisite strength, and efficient means of ventilation shall be provided at the sides and front. They shall be efficiently painted in a style and lettered other than gold to reasonable requirements.

Chassis.

The frames to be of strong channelled steel with suitable stiffeners and gussets.

Wheels.

The wheels are to be of the artillery type with metal felloes, oak spokes, as follows and solid rubber tyres.

Tyres.

A complete set of solid rubber tyres of approved make and costing not less than £100 (and for which the sum of £100 has been allowed in the above purchase price) are to be supplied with each omnibus. Twin tyres being supplied for the driving wheels. The usual maintenance guarantee is to be obtained from the makers of such tyres on the Purchasers' behalf.

Capabilities.

Each omnibus shall be capable of carrying the full load specified above on ordinary macadam roads in a dry state up a gradient of 1 in 10 and of maintaining on like roads and with a like load on the level a speed of not less than 12 miles per hour and a fully loaded omnibus shall be capable of starting from rest on such roads on a gradient of 1 in 15 and shall also be capable of climbing on such roads a gradient of 1 in 15 at a speed of not less than six miles per hour or such speed approximating thereto as the Key Engineering Company Limited may approve.

Engines.

Engines to be of the two cylinder Otto cycle type, each engine to be capable of giving a continuous power under working conditions at 900 to 1000 revolutions per minute of at least 24 B. H. P. with petrol fuel. The whole engine and cam gear to be enclosed in an oil tight and

dust proof case and to be provided with lubrication to all working parts.

The cylinders to be water cooled and the cooling arrangements to be such that the bus shall be capable of running 100 miles fully loaded under average working conditions without refilling water tank.

The carburettors to be of approved type and to be provided with a throttle.

Hand control of the throttle by suitable lever shall also be provided.

Gearing.

All the gear wheels are to be of the best hardened mild steel and to be enclosed in a dust proof oil retaining gear case.

The gears to be of the sliding type and all changes are to be controlled by one lever conveniently worked from the Drivers seat. The speeds to be 3, 5½, 8½ and 12 miles per hour respectively, with one reverse speed of 3 miles per hour.

Brakes.

Each Omnibus shall be provided with at least two independent sets of brakes, the one on the counter shaft being of the metal to metal type. They shall each act equally well in both directions.

Each brake shall be capable under ordinary road conditions of bringing to a standstill within 30 feet an omnibus fully loaded running down an incline of 1 in 15 at a speed of 5 miles per hour.

Steering.

The steering shall be conveniently effected from the drivers seat by an inclined shaft and handwheel operating a substantial and approved steering gear. It shall be powerful and irreversible.

Ignition.

High tension by coil and accumulators. If two separate sets of H.T. ignition required, £20 extra shall be paid.

Petrol.

The Petrol tank shall have a capacity of not less than 16 gallons.

The Petrol consumption shall not exceed 8 gallons on a test run of 50 miles over average and dry roads between Birmingham and London with the omnibus carrying two-thirds of the full load.

All petrol pipes to be so far removed from the exhaust pipe, the ignition system etc. as to prevent any risk of fire should any leakage of petrol occur.

Tools.

A kit of tools and appliances more particularly described in the List attached ~~hereto~~ shall be provided with each omnibus.

Lamps.

Three paraffin lamps (2 side and tail) shall be supplied with each Omnibus and additional. Lamps of an approved type will be provided if required at the Purchasers expense for the interior and destination boards.

Testing.

An engine identical with that fitted to the Chassis shall be tested on the brake at the Manufacturers works of the same pattern as is being fitted to the other chassis, and shall give the full horse power specified at the specified speed, and maintain that power during at least two hours.

A road trial of about 50 miles with full load shall be given of each completed vehicle in the neighbourhood of the Suppliers works. At this test the bus shall comply with the conditions of the Specification as to hill-climbing, speed on the level, and brake tests.

^{List}
The Schedule above referred to.

One each single-ended spanner $\frac{1}{4}$, $\frac{5}{16}$, $\frac{3}{8}$, $\frac{1}{2}$, $\frac{5}{8}$, $\frac{3}{4}$, $\frac{7}{8}$ and 1 One pair of gas pliers One 6" adjustable spanner. One small quickset spanner. One aluminium hub spanner. One hammer and shaft One screwdriver One set of box spanners and tommy bar. One exhaust valve key. One jet spanner. Two each internal and external induction valve springs. One plain link for Renold silent chain. Two cranked links for roller side chains. Two asbestos washers for exhaust joints. One sparking plug and washer One polishing cloth. Two clutch spanners. One coil spanner. One centre punch for Renold chain. Two laminated exhaust springs. One inlet valve spanner. One eight inch half round file and haft. One four inch smooth file and haft. One starting handle. Two 12 volt accumulators. One induction coil. One jack. Two oil cans. Petrol funnel.

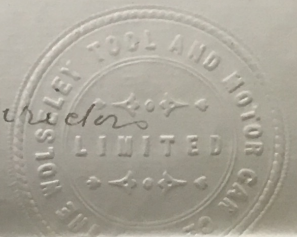
The Common Seal of the
Woolley Tool & Motor Car
Company Limited was hereunto
affixed in the presence of

Accountant

James Downie

Robert Brown

Secretary



The Common Seal of the British
Transport Syndicate Limited was
hereunto affixed in the presence of

Harry Brightson } Directors
Max Laidman

W. J. Dainton

Secretary

