

**LAKE WENDOUREE**

1475 feet above Sea level  
 234 - above level of Lake Burrambest

**PUBLIC PARK**

Park Reserve No 2

Park Reserve No 1

New Ballarat Freehold

Hand & Band No 2

**MINERS RACE COURSE**  
 Band of Hope  
 & Albion Consols No 4

**WINTERS**

No 4 not bottomed -  
 No 3 not bottomed -

No 5 bore 391 ft deep -

Winters No 1 -  
 No 6 bore 274 ft deep

**CITY OF BALLARAT**

**CITY MAP**  
 ~ SHOWING ~  
**HORSE TRAMWAY ROUTES**

MAYOR'S SPECIAL REPORT.

BALLARAT TRAMWAYS.

To the City Councillors,

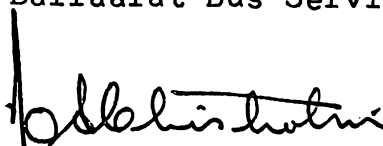
As Mayor of the City for the year 1971/72 it is my privilege to present this Special report to mark the cessation of the Ballaarat Tramways as a memento of the occasion.

1971 will see the close of an era in the history of Ballaarat, which has both a unique and valuable aspect. I refer to the period of eighty-four years during which a public transport system was provided for citizens by means of a tramway service. It began with the official opening on 21st December, 1887, of a system of horse drawn trams, through the change to electric traction and the development which came with the improvement of electrical power as a motive power. In the latter years, the decline in patronage and the expanded residential regions foreshadowed the decline of the tramway system. Its final abandonment on 19th September, 1971, closed a very important chapter in the life of our City.

The development of Ballaarat has been fostered by the provision of this public service which has served the City and Borough with great adequacy. The passing of the trams from our streets is a change which comes to many with a tinge of sadness and a sense of nostalgia and yet with a feeling of pride in achievement. To all who have played a part in their rise, successful operation and decline, the City records its debt of gratitude. Well done, one and all!

The opening of the next era of a Public Bus Transport System is beginning and the future will unfold the story of the way this new mode of public transport will meet the ever changing demands of the City. May it fulfil its destiny as efficiently and satisfactorily as the former system has done - The Ballaarat Tramways.

In the pages which follow are included an outline of the history of the Tramway System, conditions for tendering, construction details and the agreement for the first trams, the letter of abandonment in 1970 and the plan of Ballaarat Bus Services, 1971.



J.A. CHISHOLM,  
Mayor.

Town Hall, Ballaarat.  
20th September, 1971.

(To be submitted to Council Meeting, Monday, 27th September, 1971).

### THE BALLARAT TRAMWAY SYSTEM.

A perusal of the City records reveals that the Ballarat Tramways began with the forward planning of our pioneer administrators of our earliest years.

In 1886, after lengthy consideration and conference the Local Government Act was amended to embrace the right of Councils to construct public tramways. The City Council was the first to accept the challenge. Then followed decisions as to the best routes, the fares to be charged, the hours of operation and conditions for tendering for the franchise and construction of tracks. Three tenders were received and after careful consideration, that of Edward Thomson was accepted. It was for a horse service for a period of 30 years, paying to the corporation for the privilege, the sum of £1,575 per annum. It was based on the Adelaide System. The legal formalities were next completed preparatory to commencing work.

Delays occurred in the first year due to the successful contractor transferring his rights to a company for which legal and legislative sanction was needed. Early delays were largely due to the fact that Ballarat was the first Municipality to apply for a construction order under the new legislation. In 1887 construction began in earnest and the first traffic commenced in December. Five acres of land on the north side of Wendouree Parade were purchased for the erection of homes for drivers, stables, tramsheds and other buildings. Even in those first years the possibility of another form of traction to replace the horses was mooted, which would be both cleaner and more humane. The horse tram service proved a great benefit to the people of the municipality.

In 1902 it is recorded that agreements were signed for the introduction of Electric Tramways. The first agreement was signed in the name of the British Insulated Wire Company, but by 1902 it had transferred its rights to the Electric Supply Company and further delays occurred because of this changeover. In 1904 the foundations for the Power House, Wendouree Parade, were laid and the plans embraced a very substantial undertaking. Track construction proceeded in spite of many delays and overhead wiring completed for tracks around Lake Wendouree. Tracks in Sturt, Lydiard, Drummond and Macarthur Streets were laid in addition to the central area were tracks were already in position. On 18th August, 1905, the first trams were successfully run. Extensions on the tracks mentioned were planned in Ballarat South and Wendouree Parade.

In 1907 and 1908, lines were completed in Drummond Street South and in Skipton Street to the City boundary, and the disused horse tram tracks removed. The considerable reinstatement work on roads was recorded as being a handicap to the normal maintenance work on roads and a financial embarrassment to the City. A shelter for tramway staff and public in the eastern end of Sturt Street was completed, and proved a most convenient facility. The last of the horse trams ceased running on 14th April, 1913 after more than 25 years of successful operation.

The Electric Supply Company continued to operate the tramways until 30th June, 1934 when the State Electricity Commission of Victoria took over. The whole system was rebuilt and renewed with track extensions in Lydiard Street North. The replacement of rolling stock and continual improvements in the Service were carried out to provide an efficient public transport system. Its most successful years were during and immediately following the Second World War.

Mounting financial losses on the System in the 1950's foreshadowed moves for abandonment of the trams which came in 1962. These were deferred for many years but in September, 1970, formal notice was given to the Minister for Fuel and Power by the Commission and was ratified by Parliament.

The Service was phased out in August and September, 1971.

CONDITIONS UNDER WHICH TENDERS WILL BE RECEIVED BY THE COUNCIL OF THE CITY OF BALLAARAT FOR CONCESSION FOR CONSTRUCTION, MAINTENANCE, AND WORKING OF TRAMWAYS WITHIN THE CITY.

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*Route.*—1. Commencing at the bottom of Sturt street, near Grenville street, or at Lydiard street (at option), and thence with a line on each side of the Central Plantation as far as Ripon street; thence by a single line on south side of Sturt street as far as the street by the Convent ground to Wendouree Parade and the Botanic Gardens, to a point near the Rotunda.

2. Commencing at junction of Lydiard and Sturt streets, and going north along Lydiard street to Macarthur street; thence to Wendouree Parade and round the north part thereof to Botanic Gardens to the point before mentioned, near the Rotunda.

3. Commencing at a point in Sturt street, at junction with Ripon street, and thence north along Ripon and Fraser streets to Wendouree Parade, going north as far as Macarthur street.

4. Commencing at junction of Armstrong street south and Sturt street; thence along Armstrong street and Skipton street to the City boundary.

5. (And when deemed necessary). From intersection of Skipton and Drummond streets, along the latter to Sturt street.

All as marked *red* on plan.

*Tenderers, Promoters.*—For the purposes of these Conditions, the successful Tenderer shall be known throughout as "The Promoter."

*Term of Concession.*—The Term of Concession will be for not less than 21 years, nor exceed 30 years from date of signing contract.

*Tenders.*—Tender must state clearly:—

1. The term of concession during which the Promoter will construct, maintain, and work the Tramways.
2. Whether separate routes or the whole are tendered for. The route to the Lake must be first constructed.
3. The consideration to be given by the Promoter to the Council for the concession after payment of interest of 8 per cent. on the capital to shareholders.
4. Mode of construction, pattern and weight of rail, mode of traction and style of car that the Promoter may use.
5. On what terms the Promoter is willing to give the Council the option of purchase, at any time during or at end of concession.
6. The period of time required by the Promoter for complete construction of each route tendered for.

*Commencement.*—The work shall be commenced within three months of the concession being granted, and shall be continued without any intermission until completion within the time allowed.

*Hours of Running.*—The tram cars shall commence running not later than eight o'clock a.m., and shall continue running until eleven o'clock p.m., at intervals of        minutes; cars may run earlier or later than above, at such times and fares as may from time to time be arranged between the Council and the Promoter.

*Speed.*—The rate of speed shall be at not less than five, nor more than at seven miles per hour.

*Fares.*—The fares to be charged shall not exceed threepence for three miles, and for shorter distances at the basis of one penny per mile between certain points to be tabulated and agreed on between the Council and the Promoter.

*Exclusive Right.*—The Promoter shall have the exclusive right to run the cars on the lines during the term granted in the concession.

*Rates.*—The City Council shall charge Municipal Rates on buildings required for shelter of fixed or rolling plant.

*Gauge.*—The gauge of the Tramways shall be four feet eight and one-half inches (4 ft. 8½ in.) The rails in Sturt street, between Grenville street and Ripon street, shall be laid on the water table on each side of the central plantation; and thence to Pleasant street on the water table south of the plantation, and in all other streets on the crown of the roadway.

*Maintenance.*—The Promoter shall during the term of the concession keep the streets between the rails of the Tramways and for eighteen inches on each outer side thereof in good and substantial repair, to the satisfaction of the Council's Officer who may be appointed for that purpose; and shall also keep all rails, motors, cars, and other necessary machinery and plant in good working order. So far as possible, all repairs and maintenance shall be effected during the night, and no material shall be allowed to encumber the public streets during daylight.

*Steam Motor.*—No travelling steam motor shall be used.

*Order for construction, Surveys, &c.*—The Promoter shall, at his own expense, make all surveys, plans, sections, and working drawings that may be required by the Governor-in-Council prior to granting the order for construction, and shall also provide a duplicate set of such plans, sections, and working drawings, to be the property of the City Council, and shall comply with all requirements of the Railway Department at level crossings.

*Sub-letting.*—The Promoter shall have no right to sub-let or assign the concession of the routes or the working of the Tramways without written consent of the Council first being obtained.

*Passing Places.*—All passing places on the single lines shall be appointed by the City Council.

*13th Schedule to L.G.A.*—All tram cars, horses, motors, drivers, and conductors, shall be subject to the City By-Laws and Regulations for the regulation of traffic.

*Promoter's By-Laws.*—Subject to the sanction of the City Council, the Promoter shall adopt and enforce a code of By-Laws for the following purposes:—

1. To prevent any drunken or disorderly person riding in the tram cars.
2. To prohibit smoking in the tram cars by passengers, conductors, or drivers.
3. To ensure sobriety, civility, and courtesy to the public by all the employees of the Promoter.
4. To provide for and maintain vigilance in order to prevent accidents to persons or vehicles in the public streets.
5. To prevent the use or playing of musical instruments in the cars.
6. To prevent the use of obscene or offensive language in the cars, or any other nuisance.
7. To protect the cars and other property of the Promoter from wilful damage.
8. Generally, to provide for the proper regulation of the Tramway traffic, and the comfort and safety of the Public.
9. To provide penalties for the breach of any of the said By-Laws.

*Liability for Accidents.*—The Promoter alone shall be responsible for all injury to persons, animals, vehicles, and goods, and for all interruption to public traffic occasioned by making or using the Tramway, machinery, and plant, whether such be in proper working order or otherwise.

*Corporation Works.*—No compensation shall be paid by the Council to the Promoter for any stoppage of traffic, partial or complete, or any damage that may arise to the Tramway or Plant occasioned by any of the following causes; but all such injury or damage shall be made good at the Promoter's own expense:—

1. Alterations of levels of streets.
2. Construction or repairs to drains and water channels.
3. Laying or repairing gas or water mains or household services.
4. Laying or repairing footcrossing and water tables.
5. Any other City works executed in the public thoroughfares during execution of such works.
6. Interruption to Tramway traffic arising from any of the above or other causes, or subsidence of the surface of the streets from any cause whatsoever.

(7)

*Construction.*—The whole of the work and construction below the levels of the streets shall be constructed in strict accordance with the plans and specifications and drawings approved by the City Council and submitted to the Governor-in-Council, and shall be completed to the full satisfaction of the Council's Officer.

*Tenements interfered with.*—The Promoter shall settle all claims for compensation (if any) made or to be made by occupants or owners of property in any part of the City whose holdings may be interfered with, and the Promoters shall save harmless and keep the Corporation indemnified against any such claims.

*Constant Working.*—If the Promoter should, without permission from the City Council, fail to work the Tramways as provided for in these conditions, the Promoter shall be liable to a fine of £10 for any day or part of a day, unless such stoppage takes place with consent of the Council.

*Contract.*—The Promoter shall pay all costs incidental to the preparation, perusal, and completion of the contract for the concession.

*Bond.*—The Promoter will be required to give a bond in two approved sureties for the sum of £1000, to be paid to the City Council of Ballarat in default of the contract being completed in terms of these conditions, and shall enter into contract with the City Council to carry out the provisions of the concession; the deed of contract to contain the usual provisions, and in the event of the Promoter failing to fulfil the terms of the concession, the work so far done may (at the option of the City Council) be forfeited to the Corporation without compensation for the permanent way. And the contract shall contain any other clauses the Council or its legal adviser may deem necessary toward assuring proper completion.

*Acceptance of Tenders.*—The lowest or any tender will not necessarily be accepted. The Council reserves the right to vary the details of these terms by negotiation.

*Deposit.*—Each Promoter tendering shall lodge with the City Treasurer a cash deposit of £100, as a guarantee that his tender is *bona fide*, the same to be forfeited to the City Council if the terms of tender are not fully carried out.

Tenders will be received at the Town Hall, Ballarat, until noon on Monday, 3rd May, 1886.

By order,

GEORGE PERRY,

TOWN CLERK.

Town Hall, Ballarat.

# Specifications of the Ballarat Tramways.

## CONSTRUCTION.

- CLAUSE 1.**—The whole of the Tramway line to be constructed according to plans and specifications supplied by the Promoter.
- CLAUSE 2.**—The rails to be of steel 24 feet long and 40 lbs. per yard fished with plates 16 inches long and  $\frac{3}{8}$  of an inch thick with 4 bolts 9-16ths of an inch diameter the rails the lead of which not to exceed 4 inches and with proper allowance for expansion to be laid on cross sleepers except at the junction of Lydiard and Armstrong streets. The cross sleepers to be sawn timber of red gum blue gum or box wood 6 feet 6 inches 7 inches by 4 inches notched 3-16ths of an inch deep. The rails to be spiked down with 4 dog spikes in each sleeper 4 inches long of  $\frac{3}{8}$  of an inch square iron spikes and rails to be iron to iron and gauge 4 feet 8 $\frac{1}{2}$  inches as per drawing No. 4.
- CLAUSE 3.**—The Excavation for line to be 7 inches deep and of sufficient width to admit of packing the sleepers if the macadam is not of sufficient depth for a good foundation gravel or mine tailings to be added to give a good foundation for the sleepers without excavating the sleepers to be 2 feet 5 inches apart centre to centre at the joints and 3 feet 1 inch between other sleepers centre to centre as per drawing No. 4.
- CLAUSE 4.**—The Excavation at the junction of Lydiard and Armstrong streets to be 19 inches deep by 21 inches wide with 6 inches cement concrete (1 part cement to 8 parts of sand and gravel or metal broken to gauge 1 $\frac{1}{2}$  inches) under the level of bottom of cross sleepers as shown on drawing No. 3 and 12 inches wide by 3 inches deep under longitudinal sleepers and between cross sleepers as also shown on drawing No. 3 with  $\frac{3}{4}$  of an inch of sand or tailings between longitudinal sleepers and cement concrete cross sleepers to be notched  $\frac{1}{4}$  of an inch deep to receive longitudinal sleeper the longitudinal sleeper to be spiked to each cross sleeper with 4 dog spikes of  $\frac{3}{4}$  of an inch square iron and 9 inches long. The spikes and rails to be iron to iron. The longitudinal sleepers to be stringy bark 7 inches by 6 inches and 18 feet 6 inches long and bent by steam for curves only at the junction of Lydiard and Armstrong streets where longitudinal sleepers are to be laid shall tie rods be used. The tie rods to be of  $\frac{3}{4}$  of an inch round iron with screwed ends nuts inside and outside of rails these tie rods to be 4 feet 9 inches apart as per drawing No. 3.
- CLAUSE 5.**—18 inches of bluestone pitching on each side of line for whole width of street at junction of Lydiard and Armstrong streets to be set on two inches of sand or tailings and to be grouted with same. The pitches to be 12 inches by 6 inches and 6 inches by 6 inches by 8 inches as per drawing No. 3.
- CLAUSE 6.**—The whole of the lines between the rails to be filled above the sleepers with the excavated macadam or quartz gravel blinded and well rolled with a 3 ton roller along the sides of streets where the water table is low to be made up with gravel or mine tailings forming ballast on which sleepers are to be laid and the present level of streets to be maintained as far as practicable and grades flush with metal or macadam as per drawing No. 2.
- CLAUSE 7.**—The Tramway lines at railway crossings to be to the satisfaction of the Railway Authorities.
- CLAUSE 8.**—The whole of the work to be completed in a workmanlike manner according to plans and specifications supplied by the Promoter.

Ballarat, 3rd August, 1886.

EDWARD THOMSON.

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NOTE.—Plans Nos. 1, 2, 3, 4, are lodged at the Office of Public Works Department, Melbourne, and Duplicates at the Town Hall, Sturt Street, Ballarat.

**Agreement** under seal made and entered into on the first day of August One thousand eight hundred and eighty seven. **BETWEEN THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF BALLAARAT** (hereinafter called the Council) of the one part and **EDWARD THOMSON OF THE CITY OF ADELAIDE** of the Province of South Australia Contractor of the other part. Whereas the Governor of the Colony of Victoria acting by and with the advice of the Executive Council and in pursuance of the provisions of the "Local Government Act Amendment Act 1883" on the 20th September 1886 made the Order following that is to say:—

That the Council of the Municipality of the City of Ballaarat shall be and is hereby authorised to construct a Tramway in the Municipal District of the City of Ballaarat.

*Routes.*—That the routes of such Tramway shall be as follows:—

Sturt street on each side of the central plantation from Grenville street to Ripon street thence by a single line on the south side to and by Morrison street to and along Wendouree Parade through the Botanic Gardens to Wendouree Parade north around Lake Wendouree to Fraser street and by Ripon street to Sturt street.

Lydiard street from Sturt street to Macarthur street and along the last named to Wendouree Parade. Drummond street from Sturt to Skipton streets.

Skipton street from Rubicon street to and along Armstrong street to Sturt street.

*Tramway where crosses Railway to be under control of Commissioners of Railways.*—That the Tramway to be constructed upon so much of the said route as crosses the Victorian Railway line in Lydiard street shall be under the absolute control of and be subject to all such regulations and orders as may from time to time be made by the Commissioners of Railways who shall not however be in anyway liable in respect of any damage or injurious consequences which may in any manner occur to any person or to any property in consequence of the said route crossing the Railway line.

*Gauge.*—That the gauge of such Tramway shall be four feet eight and a half inches (4 ft. 8½ in.) and that the said Tramway shall be constructed in the manner set out and described in the working plans and specifications numbered from one (1) to seven (7) inclusive now deposited in the Public Works Department and which said plans and specifications are endorsed with a memorandum of the Minister of Public Works identifying the said plans and specifications so deposited as the plans and specifications referred to in this Order and which plans and specifications are to be deemed to be incorporated in this Order and to be deemed as much part of the same as if they were set out in detail in this Order and in addition to the works prescribed in the said plans and specifications it is hereby ordered that the said Council of the Municipality of the City of Ballaarat shall whenever it shall seem to them necessary to do so pave the entire streets at the several crossings in a similar manner to the crossings specified for Armstrong street and Lydiard street in Sturt street.

*Motive power.*—That the motive power to be used upon the said Tramway shall be horses.

*Maximum speed.*—That the maximum speed of the progression of the Cars upon the said Tramway shall be seven miles in the hour.

*Time of Completion.*—That the Tramway shall be completed and open for traffic throughout its entire length within the period of five years from the date of this Order.

*Passenger Traffic only.*—That such Tramway shall be used for Passenger traffic only.

*Necessary Precautions for safety of Passengers and Public to be observed.*—That every precaution necessary to secure the safety of the passengers upon the said Tramway and also to secure the safety of passengers passing along the streets upon the routes of such Tramway shall be taken and ordered by the said Council of the said Municipality.

*Stoppages for taking up and setting down Passengers.*—That for the convenience of the Public the Cars shall stop for the purpose of taking up and setting down passengers at the intersections of all streets and at such other points upon the several routes as may be convenient and in such manner as not to interfere with or endanger the general traffic of the streets or the safety of the passengers in the Cars.

*Tolls and Charges.*—That the charges to be made for every passenger on the said Tramway may be but shall not exceed the following that is to say for each passenger:—

From Grenville street to the Botanic Gardens *via* Sturt street or any lesser distance between threepence.



From Grenville street to the Botanic Gardens *via* Lydiard and Macarthur streets or any lesser distance between threepence.

From Grenville street to Lake Wendouree *via* Sturt street and Fraser street or any lesser distance between threepence.

From Grenville street to Rubicon street *via* Sturt Armstrong and Skipton streets or Sturt, Drummond and Skipton streets or any lesser distance between threepence.

From Rubicon street to Botanic Gardens *via* Skipton street (as far as intersection of Darling street) thence along Drummond and Sturt streets or to Lake Wendouree by the same route and Fraser street or any lesser distance between threepence.

And *vice versa* on each route.

*Governor-in-Council to be sole judge of breach of Order.*—That the Governor-in-Council shall be the sole judge of the compliance with or of the breach of any of the requirements contained in this Order and for the purpose of enabling the Governor-in-Council to arrive at a just decision an enquiry into the facts of each case shall be conducted in the manner provided in clause twenty six of the regulations contained in the second schedule to the said Act before an Officer to be appointed in that behalf by the Governor-in-Council as provided in the regulations in the said schedule.

If upon the report to the Governor-in-Council by the referee made under the said clause twenty six of the regulations in the second schedule of the said Act the Governor-in-Council shall as such sole judge determine that there has been any failure of compliance with or that any breach of any of the requirements contained in this Order has occurred by way either of commission or omission then the powers conferred by this Order shall be forfeited or shall cease and determine or shall be suspended as the Governor-in-Council shall direct and in the case of the Governor-in-Council ordering a suspension only of such powers then the Governor-in-Council shall in his adjudication state for what period such suspension shall take effect.

If in such adjudication the Governor-in-Council shall determine that the powers conferred by this Order shall be forfeited or shall wholly cease and determine then the Council of the said Municipality of the City of Ballarat shall forthwith proceed to restore the streets along which the said route is laid out to their condition previous to the construction of such Tramway unless the Governor-in-Council otherwise order.

That in the event of the Council of the said Municipality finding it necessary to provide work of a more substantial or expensive character than the work provided for in this Order the Council of the said Municipality shall take upon itself all such additional expenditure and no claim whatever shall be made upon the Government or upon the Board of Land and Works for any pecuniary assistance or aid in respect of such expenditure or to provide funds therefor.

And Whereas the said Council having proposed in exercise of the powers conferred in that behalf by the Act number 831 to delegate to the said Edward Thomson the authority conferred by the said recited Order to construct maintain and manage such Tramway published the necessary notice in that behalf in the *Government Gazette* on the First of October last and in the *Ballaarat Star* newspaper upon September the Thirtieth and also on the First of October last and no objection to the proposed delegation or demand by ratepayers that the question whether or not the delegation of authority should be made should be submitted to the election of the ratepayers having been made the said Council on the Third day of November adopted the proposition to delegate such authority in compliance with the provisions of the said Act.

And Whereas the period to which such delegation is to extend and the terms and conditions as between the said Council and the said Edward Thomson upon which such delegation is to be made are set out in an Agreement under seal made between the said Council and the said Edward Thomson on the Twenty-eighth day of September last.

**Now this Agreement Witnesseth** that in consideration of the terms conditions and covenants on the part of the said Edward Thomson in the said Agreement of the Twenty-eighth day of September last and of the covenant on the part of the said Edward Thomson herein contained The said Council in exercise of the powers conferred by the said recited Act **Doth hereby** delegate to the said Edward Thomson the authority conferred upon the said Council by the said recited Order in Council of the Twentieth day of September One thousand eight hundred and eighty six to construct maintain and manage the Tramway in the Municipal District of the City of Ballarat described in such Order subject to the observance and performance by the said Edward Thomson of all the provisions conditions and stipulations contained in the said Order in Council and subject also to all the terms conditions and stipulations not inconsistent with any of the conditions and stipulations in such Order as are contained in the said Agreement of the Twenty-eighth day of September One thousand eight hundred and eighty six between the said Council and the said Edward Thomson. And it is hereby agreed that such delegation shall take effect immediately upon the approval thereof by the Governor-in-Council as provided by the said Act and shall continue for a period of Thirty years to be computed from the Sixth day of May One thousand eight hundred and eighty seven subject to an earlier determination

under the provisions for forfeiture suspension and cesser of the powers conferred by the said recited Order as provided in the said Order and also subject to the several provisions for the determination of the said term contained in the said Agreement of the Twenty-eighth day of September One thousand eight hundred and eighty six and subject also to the rights of purchase by the said Council of the interests of the said Edward Thomson in the said Tramway and all property used in connection therewith as provided in the said Agreement.

And the said Edward Thomson doth hereby covenant with the said Council for himself his executors and administrators that he will observe and perform all the several provisions conditions and stipulations contained in the said recited Order-in-Council of the Twentieth day of September One thousand eight hundred and eighty six and that he will pay all the several monies and observe all the terms conditions covenants and stipulations promised to be paid observed and performed in the said recited Agreement between himself and the said Council of the Twenty-eighth day of September One thousand eight hundred and eighty six.

And the said Council and the said Edward Thomson do hereby ratify and confirm the said Agreement of the said twenty-eighth day of September One thousand eight hundred and eighty six so far as the same is not inconsistent with any of the provisions contained in the said recited Order.

In Witness whereof the said Corporation hath hereunto set its common seal and the said Edward Thomson hath hereunto set his hand and seal the first day of August One thousand eight hundred and eighty seven.

The Common Seal of the Corporation styled THE MAYOR  
COUNCILLORS AND CITIZENS OF THE CITY OF BALLAARAT  
was affixed hereto in the presence of  
T. H. THOMPSON, MAYOR.  
FRED. M. CLAXTON, COUNCILLOR.



GEORGE PERRY, TOWN CLERK.

Signed Sealed and Delibered by the said EDWARD  
THOMSON in the presence of  
R. T. MOORE.

EDWARD THOMSON.



THE WITHIN AGREEMENT under the seals of the respective parties thereto by which Agreement under seal the authority of the Council of the City of Ballaarat to construct and maintain Tramways in the Municipal District of the City of Ballaarat conferred by Order-in-Council of the twentieth day of September One thousand eight hundred and eighty six is delegated under the provisions of the Act number 831 to the within named Edward Thomson for the term therein mentioned and determinable as therein expressed is approved by His Excellency the Governor-in-Council under the provisions of the said Act subject to the observance from time to time by the said Council and the said Edward Thomson respectively of all the conditions and stipulations contained in the said Order.

HENRY B. LOCH.



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*Taken from Envelope N° 3*  
*ES. Co. Plan*  
*Similar agreement in Envelope N° 4*

( 12 )

# Memorandum of Agreement

made and entered into this Sixteenth day of

November one thousand nine hundred Between The MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF BALLAARAT in the Colony of Victoria (hereinafter called the Council) of the one part and The BRITISH INSULATED WIRE COMPANY LIMITED whose registered Office is at 63 and 65 Queen Street Melbourne in the Colony of Victoria and at Prescott in the County of Lancashire in England (hereinafter called the Company) of the other part **Witnesseth** that in exercise of the power conferred on the said Council by Statute and every other power enabling them in that behalf and in consideration of the rent hereinafter reserved and of the covenants by the said Company hereinafter contained the said Council so far as it lawfully can but not further or otherwise **DOTH HEREBY GIVE AND GRANT** unto the said Company and its assigns full power license and authority to enter upon and under the public highways streets and roads of which the Council has the care management or control within the City of Ballaarat in the Parish of Ballaarat in the County of Grenville particularly described in the first second and third Schedules hereto therein and thereon to alter and re-construct any or the whole of the existing tram tracks also to extend and construct new lines and during the term hereby granted to maintain and manage Tramways and also power to break dig and take up such parts of the same public highways streets and roads as may be necessary for such alterations re-construction construction and extension and maintenance or for examining relaying or repairing the same during the term hereby granted and so far as the said Council can lawfully give authority to enclose the said parts of the said public highways streets and roads during such alteration reconstruction construction and extension relaying or repairing as aforesaid **AND** also power license and authority to run Tramcars on such Tramways or any part or parts section or sections thereof when the same or any part or parts section or sections thereof shall have been completed or shall be in a fit state and condition for the running of Tramcars thereon and generally full power to do all acts or things necessary or convenient for the purposes aforesaid **Provided** always that the said several works shall be carried out to the satisfaction and approval of the Engineer for the time being of the City of Ballaarat which approval when given shall be conclusive and binding on the said Council **AND** also all other powers rights privileges licenses and authorities contained in the hereinafter mentioned Order for construction of Tramways hereinafter specified within the said City of Ballaarat **To have and To hold** the powers licenses authorities and premises hereinbefore expressed to be hereby given and granted unto the said Company and its assigns for the term of **THIRTY YEARS** from the date of the approval by the Governor in Council to the Deed of Delegation or Delegations hereinafter referred to but **SUBJECT** to the Agreement existing between the Council and the Phoenix Foundry Company Limited **YIELDING AND PAYING** unto the Council upon the completion of the whole of the works contemplated by this Contract a rental as follows namely the sum of Fifty pounds per annum for the first ten years the sum of Seventy five pounds per annum for the next succeeding five years thereafter the sum of One hundred pounds per annum for the next succeeding five years thereafter and the sum of One hundred and twenty five pounds per annum for the remainder of the said term of Delegation to be paid by half yearly payments the first of such payments to be made six months after the time when the Tramcars shall be run thereon according to the advertised time table **AND ALSO YIELDING AND PAYING** in the event of and immediately upon the said term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current half year up to the day of such reentry **Provided** always **AND IT IS HEREBY DECLARED AND AGREED** that if and whenever any part of the rent hereinbefore reserved shall be in arrear for three consecutive months after the same shall have been legally demanded the Council may distrain not only upon so much of the said Tramways to be made and upon any freehold lands occupied by the said Company or its assigns within the City of Ballaarat aforesaid and used in connection with the said Tramways but also upon all or any Tramcars motors waggons trucks carriages and plant belonging to the said Company or its assigns and all or any horses belonging to the said Company or its assigns and the goods and other things belonging to the said Company or its assigns found thereon used in connection with the said Tramways within the said City aforesaid and may deal with such distress and distresses in such a manner as a Landlord distraining for rent reserved upon a Lease of land by law is authorised to do and by means thereof recover payment of all arrears of rent and all expenses attending such distress or otherwise occasioned by such nonpayment of rent **And** the said Company (and which term "Company" shall be held to include "the assigns" of the said Company) **DOTH** hereby for itself and its assigns covenant with the said Council.

1. **THAT** the said Company will alter (subject as hereinafter appears) re-construct take up and replace in the position agreed to by the said Council the existing Tramway lines and extend and construct further Tram lines over and upon the said public highways streets and roads mentioned in the first and second Schedules hereto in accordance with the plans sections and working drawings and specifications also hereinafter mentioned.

2. THAT the said Company will at its own expense make all surveys plans sections working drawings and specifications that may be required by the Council and by the Governor in Council or either of them prior to the granting of the hereinafter mentioned extending order for construction of the said Tramways extensions within the City of Ballarat and will also at its own expense provide and deliver to the Council for its own use and as its own property a duplicate set (being copies) of such plans sections working drawing and specifications within three months after the signing of this agreement and will subject as hereinbefore provided complete to the satisfaction of the Engineer for the time being of the City of Ballarat the whole of the works contemplated by this Contract in accordance with said plans specifications and drawings.

3. THAT the system of traction on the said Tramways shall be that known as the Electric overhead trolley or horses.

4. THAT the Tram Cars used shall be single deck Cars with closed centres open ends and seats arranged at either end of the Cars similar in design to those now used in the City of Brisbane or of such other design as may be suitable to the requirement of the service and weather and that the Company will erect and maintain throughout the whole of the routes on which Electrical Tram lines shall be constructed poles double or single brackets as required or poles for span wires to the approval of the Council by its City Surveyor for the time being as hereinbefore provided such poles to be iron steel or wood as the Company may consider best for the purpose the height of trolley wire to be not higher than twenty feet or lower than eighteen feet above the surface of the track.

5. THAT the gauge of the Tramway shall be four feet eight and one half inches and that the top of the rails shall be level with and conform to the surface of such roads or to any desirable surfaces approved of by the Surveyor as hereinbefore provided in order to secure a more uniform grading.

6. THAT the said Company will re-construct on the Electric system in the order hereinafter specified the existing horse Tramway hitherto used by the Ballarat Tramway Company Limited and referred to in the first Schedule hereunder written and will extend and construct new Tramways over and upon such other of the said public highways streets and roads referred to in the second Schedule hereunder written in accordance with the said plans sections and drawings and will forthwith make good the surface of all roads and streets where existing lines are taken up for all or any of the purposes of this Agreement such work to be completed of the same material and form as before broken up to the satisfaction of the City Surveyor as hereinbefore provided.

7. THE said Company will lay and construct the new lines in the following order and positions namely:—

No. 1.—Sturt Street between Grenville Street and Pleasant Street double track one laid on water table on each side of plantation thence continuing by a single track on the south side of the crown of Sturt Street to Hamilton Street (west side of Convent) and on the crown of the latter Street to Lake Wendouree thence round the Lake from Morrison Street to Webster Street and extending the same again to Morrison Street encircling Lake Wendouree the position of all lines to approximately occupy that of the existing horse track.

No. 2.—Lydiard Street from Sturt Street to Railway Station double track on either side of crown of road thence to City boundary at Gregory Street a single track on West side of crown of road.

No. 3.—Macarthur Street from Wendouree Parade on the crown of the road to Drummond Street.

No. 4.—Drummond Street from Macarthur Street across Sturt Street to Skipton Street on the crown of the road.

No. 5.—Skipton Street from Drummond Street to the City boundary on the crown of road.

8. THAT the whole of the new lines as described in Clause 7 with the exception of the double tracks therein referred to shall be laid with a single line of Tramway with necessary turnouts and sidings but the said Company may convert the same or any part thereof into double line at any time during the continuance of this contract subject to the approval and consent of the said Council being first obtained in writing.

9. THAT where it is not otherwise herein provided all single tracks in first Schedule shall be laid on one side of the crown of the roadway so as (to) allow of the double track being laid and constructed on the other side of the crown of the roadway as hereinbefore mentioned and that all passing places and sidings on such single tracks (where necessary) shall be constructed and made at such places as required for the Company's time table and approved by the Engineer of the Council as hereinbefore provided for.

10. THAT all works connected with this undertaking in its execution fulfilment or otherwise shall be in all ways (levels and details) to the approval of the Council or its officer appointed for that purpose in accordance with said plans and sections.

11. THAT in all cases where the Tram lines may or shall interfere with the water tables along the several routes then and in such case the said Company shall provide proper drainage to the satisfaction of the City Engineer as hereinbefore provided.

12. THAT the said Tramways hereinbefore authorised to be constructed on the public highways streets and roads particularly described in the third Schedule hereto may be constructed by the said Company at any time during the said period of thirty years but if constructed shall conform to and be similar in design and construction to the Tramways of which they form an extension except otherwise agreed upon.

13. THAT when any Tramway crosses any Railway the said Company shall conform to and comply with all the requirements of the Commissioner for Railways of Victoria with respect to level crossings as to the construction and repairing of the lines across any such Railway and shall not except as may be necessary and agreed upon for constructional purposes interfere with the line of Railway or Tramway laid down by the Phoenix Foundry Company Limited.

14. THE said Company shall commence the alteration and re-construction of the existing Tramway mentioned in Clause 6 hereof within twelve months from the date of the Delegation or Delegations of the Order or Orders of the Governor in Council for construction of Tramways by the Council to the said Company and shall complete the whole of the lines mentioned and referred to in Clause 6 within three and a half years from the date of such Delegation as aforesaid.

15. THAT the said Company will complete to the satisfaction of the Officer or Officers for the time being appointed by the Council as hereinbefore provided such works contemplated by this Contract to be made and carried out in the public streets in accordance with the said plans specifications and drawings.

16. THAT the said Company shall and will during the said term keep that part of the public highway road or street between the rails over which the Tramears pass and for eighteen inches on each outer side thereof and when the lines are double also that portion between the two Tram lines in good and substantial repair and cleansed to the satisfaction of the Municipal Engineer subject (as hereinbefore provided) for the time being appointed by the Council for inspecting the same and will as far as practicable prevent the accumulation of material used in effecting such repairs in the streets during the day time.

17. THAT whenever it becomes necessary to take up the streets or roads for the purpose of altering or re-constructing the Tram lines or repairing the same the work in connection therewith shall as far as practicable be done so that the public traffic may not be interfered with more than is absolutely necessary.

18. THAT after the completion of the lines contemplated by this Contract or prior thereto after Tramears shall commence to regularly run to public time table over any completed portion of the said lines Tramears shall commence running not later than eight o'clock in the morning and shall continue running until eleven o'clock at night at not greater than the following intervals:—

- (a) In the centre of the City ten minutes.
- (b) In the branch sections therefrom twenty minutes.

19. THAT the rate of speed for travelling the Cars shall be as follows:—

NOT more than fifteen miles per hour for the Electric system.

NOT more than six miles per hour for horses.

20. THAT all Tramears horses motors drivers and conductors used or employed by the said Company shall be subject to the Council's Bye-laws and Regulations for the regulation of the traffic for the time being in force in the City of Ballarat but shall not be subject to any license fee other than one shilling for every driver and conductor.

21. THAT the said Company will adopt and enforce a code of Bye-laws to be approved of by the Council as may from time to time be made for the purpose of preventing the commission of any nuisance in or upon any carriage or against any premises belonging to them any drunken or disorderly person riding on the Tramcars and for preventing smoking on the Tramcars against the Company's Rules and for preventing the playing of musical instruments and the use of obscene or offensive language in or upon the Tramcars either to fellow passengers or to the officers of the company or not addressed to any person or any other nuisance and for ensuring civility and courtesy to the public by and sobriety in all the employes of the said Company and for providing for and maintaining vigilance in order to prevent accidents to persons or vehicles in consequence of the Tramway traffic and to protect the cars and other property of the said Company from wilful damage and generally for providing for the proper regulation of the Tramway traffic ALL Bye-Laws and Regulations to be made under the provisions of the Local Government and Tramway Acts and to provide penalties for the breach of any of the said Bye-laws.

22. THAT the said Company will indemnify the Council from any responsibility or damage caused by any injury to persons animals vehicles or goods or for any interruption to public traffic occasioned by making or using in respect of any Tramway authorised hereby or any machinery or plant in connection therewith whether such be in proper working order or otherwise.

23. THAT the Council shall not be liable to render any compensation to the said Company for any stoppage of traffic partial or complete or any damages that may arise to the Tramway or plant occasioned by any of the following causes. ~~Provided~~ always that the said Council give twenty four hours' notice (except in unforeseen cases of emergency) and in all cases make good or cause to be made good in equal condition the Company's track or other property affected.

- (a) Alteration of level of streets.
- (b) Construction or repairs to drains and water channels.
- (c) Laying or repairing gas or water mains or household services.
- (d) Laying or repairing foot crossings and water tables.
- (e) Laying down other Tramways if the option of laying down same shall not have been accepted by the said Company as hereinafter provided.
- (f) Any other City works executed in the public thoroughfares during execution of such works.
- (g) Interruption to Tramway traffic arising from any of the above causes or from subsidence of the surface of the streets from any cause whatsoever or from any cause matter or thing not directly occasioned by the said Council ~~Provided always~~ and the said Council hereby undertakes and agrees with the Company that in the event of any such stoppage of traffic either partial or complete as aforesaid being occasioned by any of the circumstances mentioned in sub-clauses "a to g" (of clause 23 inclusive) other than subsidence of the Tram track or any cause over which the Council has no control or any other cause over which they may have authority they will cause through their officers and servants the same to be repaired and made good as when found with the least possible delay and will not suffer any undue delay to occur in and about the reparation and making good thereof which might inconvenience the service.

24. THAT the said Company will not use any travelling steam motor on any Tramway to be constructed in pursuance of this Contract except by the consent and approval of the Council under authority under seal on the necessary permission or authority being obtained from the Governor in Council.

25. THAT the Company shall and will by way of liquidated damages pay to the Council the sum of Fifteen pounds for every week or proportionate part thereof during which the said Company shall fail to work the Tramways as provided by this Contract unless the stoppage be made with the consent of the said Council ~~Provided always~~ that the Company shall not be liable to pay any damages as aforesaid in the event of such stoppage being occasioned by the execution of any necessary repairs or by any of the causes hereinbefore mentioned in Clause 23 or otherwise or by the happening of any act or event over which the said Company shall not have control or could not prevent by the exercise of reasonable precaution on its part taken.

26. THAT the said Company shall be at liberty to assign this Contract to the Electric Supply Company of Victoria Limited but in the event of any further assignment to any person or persons or company or corporation subject to the consent in writing of the Council and the Governor-in-Council being first had and obtained.

27. THAT the said Company shall during the said term of thirty years have the exclusive right to run Tramcars on the lines to be re-constructed and constructed in pursuance of this Agreement and on all other lines at any time hereafter to be constructed by the said Company within the City of Ballarat with the Council's approval.

40. AND the said Council hereby for itself and its successors further covenants with the said Company that the said Council shall and will immediately upon execution of these presents duly apply for and obtain the required several Statutory amendments to the Council's existing Order in Council authorising the proposed Electric system as aforesaid and will thereupon delegate for the term and in manner hereinbefore mentioned to the Company under the existing Order or Orders in Council in respect of the existing lines of the Ballaarat Tramway Company Limited and shall also immediately duly make application to the Governor in Council and will obtain any further order or orders which may be necessary for authorising the construction of the Tramways contemplated by this Contract within the boundaries of the City of Ballaarat and in making such application shall conform to and comply with the provisions of the Tramway Act 1890 any amendments or modifications thereof and to the Regulations contained in the second Schedule thereto in respect of the same and shall and will when such Order or Orders shall have been granted by the Governor in Council forthwith so far as it lawfully can and unless forbidden by the votes of the Ratepayers of the Municipality as provided by the said Act delegate the authority or authorities thereby possessed or conferred as well as the authority or authorities possessed or conferred upon the said Council by any existing order or orders as aforesaid subject to the provisions of the said Act and all the rights powers and privileges therein contained to the said Company to the intent that the said Company may have and possess all the rights powers privileges licenses and authority possessed or to be possessed by the said Council under and in respect of the grants of the said existing order or orders and all such further order or orders as aforesaid or construction of Tramways herein contemplated to be made And that the said Council shall and will grant to the said Company the necessary consent to enable it to obtain authority to supply Electric energy for the motive power required to propel the said Tramways during the period of this Contract.

41. PROVIDED ALWAYS and it is hereby AGREED AND DECLARED that the liabilities and obligations or any of them on the said Company imposed by these presents or the covenants or any of the covenants on its part herein contained shall not be deemed to arise and shall not be enforceable against the said Company at law or in equity until the hereinbefore mentioned delegation or delegations by the said Council of the authorities rights powers and privileges contained in the said Order or Orders for construction or re-construction of Tramways shall have been made and fully executed.

42. PROVIDED ALWAYS and it is hereby AGREED that in the event of the Governor in Council refusing to make an order authorising the alteration re-construction or construction of Tramways or extensions thereof contemplated by this Contract within the said Municipality these presents shall be null and void.

43. WHENEVER any doubt difference or dispute shall hereafter arise between the said Council and the said Company touching these presents or the construction thereof or any Clause or thing herein contained or on account of any other thing in anywise relating to or concerning the premises or the rights or liabilities of either party in connection therewith the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the "Supreme Court Act 1890" or any then subsisting statutory modification thereof.

44. PROVIDED always that wherever in this Agreement the approval of the Council or its Engineer or other officer is necessary such approval shall not be capriciously or arbitrarily withheld but shall be exercised in a reasonable manner and should the approval of the Council or its Engineer or other officer be at any time so withheld in the opinion of the said Company the said Company may submit the question as to whether such approval has been capriciously or arbitrarily withheld to arbitration in the manner hereinbefore provided and if on such arbitration it shall be found that such approval was so withheld all matters in dispute shall then be referred to and dealt with by such arbitration IN WITNESS whereof the said Council has caused to be affixed hereto its Corporate Seal and the said Company has executed these presents the day and year first above written.

#### THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

- A.—Commencing at a point in Sturt Street at its junction with Grenville Street thence on each side of the central plantation in Sturt Street from the said commencing point as far as Pleasant Street and thence along the South side of the crown of Sturt Street as far as its intersection with Morrison Street.
- B.—Commencing at the junction of Lydiard Street and Sturt Street thence along Lydiard Street to Macarthur Street.
- C.—Commencing at a point in Macarthur Street at its junction with Drummond Street thence to Wendouree Parade.
- D.—Commencing at a point in Wendouree Parade at its junction with Webster Street thence round the North part thereof to the Botanic Gardens and thence through the Botanic Gardens to its intersection with Morrison Street.



Head Office,  
Monash House,  
15 William Street,  
MELBOURNE. 3000

10th September, 1971.

Dear Mr. Minister,

I am instructed by the State Electricity Commission of Victoria pursuant to a resolution made by it on the 10th day of September, 1970, to give you this notice formally of its intention to abandon, on such date or dates as may be determined by agreement between the State Electricity Commission and the Transport Regulation Board, each and all of the tramways conducted by it within the municipal districts of the City of Ballaarat, the Borough of Sebastopol, the City of Bendigo and the Borough of Eaglehawk.

The Transport Regulation Board, following public enquiries held at Ballaarat and Bendigo in 1968, recommended in a report to the Minister of Transport dated 11th June, 1968, that the tramway systems in both Cities be discontinued as soon as alternative motor omnibus services could be provided.

As you are aware, following the presentation of a similar notice of intention to Parliament in September, 1968, a motion that the proposed abandonment of the tramways be not allowed was passed by the Legislative Council. Since then, following discussions with the Transport Regulation Board, additional information, which is incorporated in the attached statement, has been obtained which should assure Parliament that a high standard bus service could be provided in each City if the obsolete tram services were abandoned.

Section 74 of the State Electricity Commission Act 1958, No. 6377, provides that before any tramway route operated by the Commission may be abandoned the Commission shall give to the Minister notice in writing thereof, together with a statement specifying the tramway or part proposed to be abandoned and giving the reasons and detailed particulars in respect of the proposal and such further information as the Minister requires. It is further provided that the Minister shall, as soon as practicable, lay a copy of this notice and statement before both Houses of Parliament and unless either House of Parliament within twenty-four days next following on which the Legislative Assembly sits resolves otherwise, the Commission may abandon the tramway or part thereof to which the notice relates.

Yours sincerely,

F. P. Chipperfield,  
SECRETARY.

The Hon. J. C. M. Balfour, M. L. A.,  
Minister for Fuel and Power,  
Princes Gate West,  
171 Flinders Street,  
MELBOURNE. 3000



E.—Commencing at the intersection of Sturt and Drummond Streets thence along Drummond Street to its junction with Skipton Street thence along Skipton Street to the City boundary Rubicon Street.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO,

- A.—Commencing at a point in Sturt Street at its intersection with Morrison Street (Westerly to its intersection with Hamilton Street West side of Convent) thence along Hamilton Street to Wendouree Parade.
- B.—Commencing at a point in Wendouree Parade at its intersection with Morrison Street thence along Wendouree Parade to Webster Street (completing loop).
- C.—Commencing at a point in Lydiard Street at its intersection with Macarthur Street thence along Lydiard Street to Gregory Street (City boundary).
- D.—Commencing at a point in Sturt Street at its intersection with Drummond Street thence along Drummond Street to Macarthur Street.
- E.—Commencing at a point in Ripon Street at its intersection with Sturt Street thence along Ripon and Fraser Streets to a junction with the Wendouree Parade line.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

- A.—Commencing at a point in Macarthur Street at its intersection with Lydiard Street thence along Macarthur Street to the intersection of Drummond Street and Creswick Road.
- B.—Commencing at a point in Armstrong Street at its intersection with Sturt Street thence along Armstrong Street to Skipton Street thence along Skipton Street to Drummond Street.
- C.—Commencing at a point in Main Creswick Road at its junction with Macarthur Street thence along Main Creswick Road to Gregory Street City boundary.
- D.—Commencing at a point in Sturt Street West at its junction with Hamilton Street thence along Sturt Street to City boundary.
- E.—Commencing at a point in Ripon Street at its junction with Sturt Street thence along Ripon Street to Rubicon Street (City boundary) also that part of Rubicon Street between Ripon and Skipton Streets.
- F.—Commencing at a point in Leith Street at its junction with Skipton Street thence along Leith Street to its junction with the Yarrowee Creek or River Leigh or City Boundary.

THE COMMON SEAL of the Mayor Councillors and Citizens of the City of Ballarat was affixed hereto in the presence of

JOHN WHYKES, MAYOR.  
JAS. J. BROKENSHIRE, COUNCILLOR.



VINCENT J. DUTHIE, TOWN CLERK.

SIGNED SEALED AND DELIVERED by the British Insulated Wire Company Limited by its duly constituted Attorney Benjamin Deakin in the presence of

J. T. HANBY,  
ACCOUNTANT,  
63-65, Queen Street,  
Melbourne.

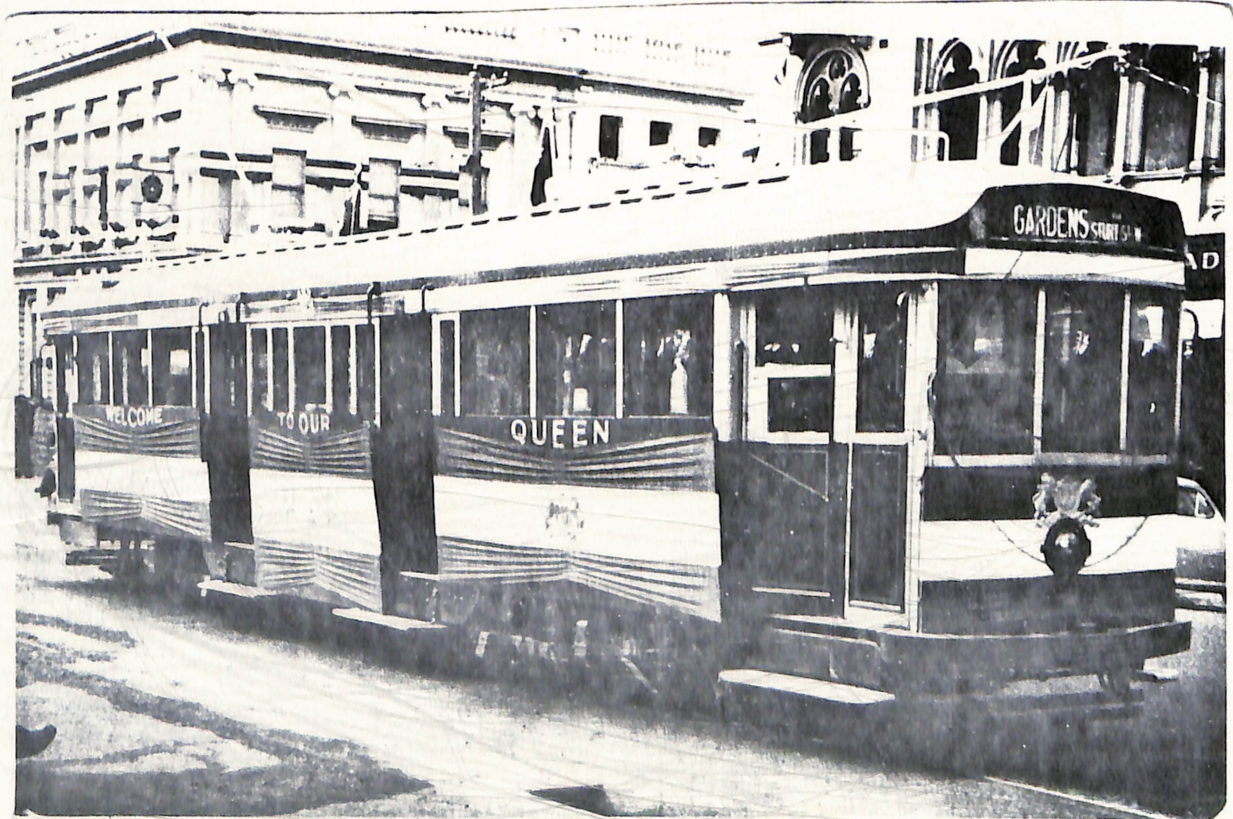
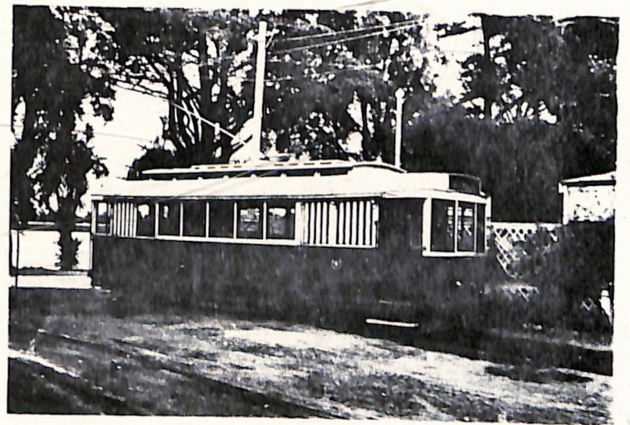
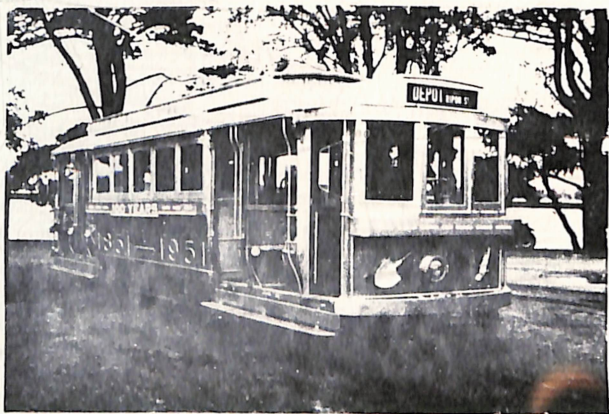
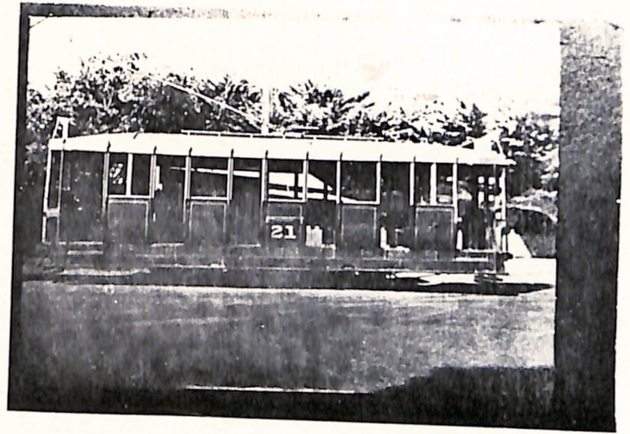
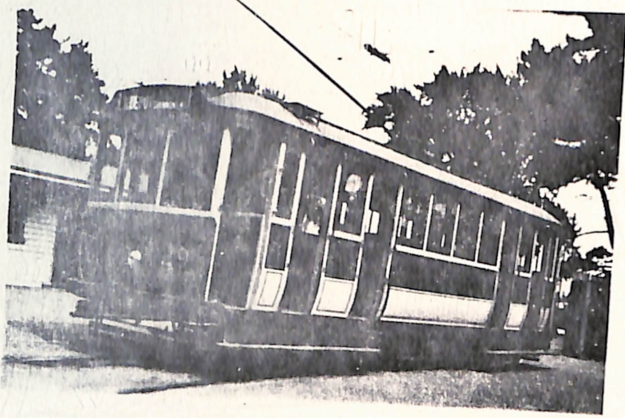
The British Insulated Wire Company Ltd.  
by its Attorney  
BENJAMIN DEAKIN.

THE COMMON SEAL of the British Insulated Wire Company Limited was affixed hereto in the presence of

JOHN. E. PEARSON }  
S. F. DE PERRANTI } TWO DIRECTORS.

W. KERFOOT ASST. SECRETARY.

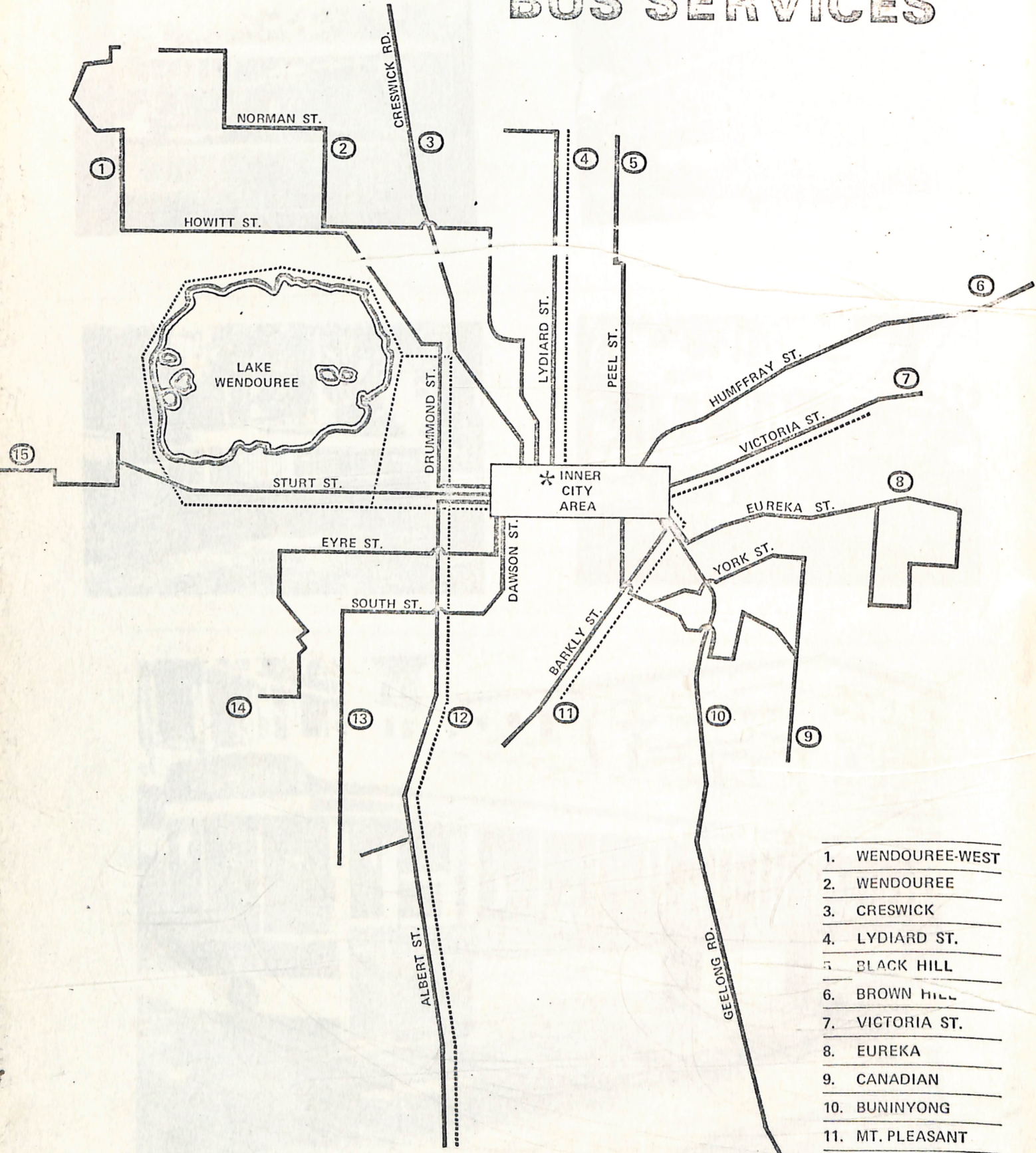




Photographs by courtesy Mr. L.J. Denmead, Tramways Superintendent, Ballarat

# PLAN OF BALLARAT BUS SERVICES

22



- 1. WENDOUREE-WEST
- 2. WENDOUREE
- 3. CRESWICK
- 4. LYDIARD ST.
- 5. BLACK HILL
- 6. BROWN HILL
- 7. VICTORIA ST.
- 8. EUREKA
- 9. CANADIAN
- 10. BUNINYONG
- 11. MT. PLEASANT
- 12. SEBASTAPOL
- 13. SOUTH ST.
- 14. EYRE ST.
- 15. STURT ST. WEST

\* BUS STOPS AND STANDS WITHIN THE INNER CITY AREA WILL BE DETERMINED BY THE BOARD IN CONSULTATION WITH THE BALLARAT CITY COUNCIL.

..... EXISTING TRAMWAY ROUTES.

1829