

MEMORANDUM OF AGREEMENT made and entered into this twelfth day of ----
 December One thousand nine hundred and twelve B e t w e e n THE MAYOR COUNCILLORS AND BURGESSES
OF THE BOROUGH OF SEBASTOPOL in the State of Victoria (hereinafter called the Council) of the one
 part and THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED whose registered Office in Victoria is at
 Wendouree Parade in the City of Ballarat (hereinafter called the Electric Company) of the other part
W H E R E A S by an Agreement bearing date the third day of April One thousand nine hundred and one
 and made between the said Council of the one part and the British Insulated Wire Company Limited ---
 therein described and hereinafter called the British Company of the other part the said Council so --
far as it lawfully could but not further or otherwise for the consideration therein contained thereby
 gave and granted unto the said British Company and its assigns full power license and authority to --
 enter upon and under the public highways streets and roads particularly described in the First and --
 Second Schedules to the said Agreement of which the said Council has the care management or control--
 within the Borough of Sebastopol in the Parish of Ballarat County of Grenville therein and thereon --
 during the term thereby granted to maintain and manage tramways and to alter the existing tramway and
 reconstruct the same and also power to break dig and take up such parts of the same public highways--
 streets and roads as might be necessary for such alteration and reconstruction construction and ex---
 tension and maintenance or for examining relaying or repairing the same and also all other powers----
 rights privileges licenses and authorities contained in the Orders in Council hereinafter mentioned--
 within the Borough of Sebastopol to have and to hold the privileges licenses authorities and premises
 thereinbefore expressed to be given and granted for the term of thirty years from the date of the----
 approval by the Governor-in-Council to the Deed of Delegation hereinafter referred to YIELDING AND
PAYING unto the said Council the sum of Twenty-five pounds per annum by half-yearly payments of ----
 Twelve pounds ten shillings each the first payment to be made on the date therein mentioned A N D -
W H E R E A S by Deed of Assignment bearing date the third day of June One thousand nine hundred --
 and two made between the said British Company of the first part the said Council of the second part--
 and the said Electric Company of the third part the said British Company in pursuance of the herein-
 before in part recited Agreement of the third day of April One thousand nine hundred and one with the
 consent and assent of the said Council given subject to the proviso therein contained granted assigned
 and confirmed unto the said Electric Company all that the said in part recited Agreement of the third
 day of April One thousand nine hundred and one and all and singular the rights benefits privileges and
 advantages of arising out of or to be derived from the said Agreement AND ALSO all and singular other
 the premises and all the right title interest claim and demand of the said British Company of in or upon
 the said premises TO HAVE HOLD RECEIVE AND TAKE the premises thereby granted and assigned or expressed
 so to be unto the said Electric Company A N D W H E R E A S in pursuance of the said in part---
 recited Agreement of the third day of April One thousand nine hundred and one the said Council obtained
 further Orders in Council of the twenty first day of January One thousand nine hundred and two and the--
 twenty-second day of July One thousand nine hundred and two and by Deed of Delegation bearing date the--
 thirtieth day of October One thousand nine hundred and two approved by the Governor-in-Council on the---
 twenty-fifth day of November One thousand nine hundred and two delegated to the said Electric Company---
 the authorities conferred on the said Council by the several Orders of the thirty-first day of October--
 One thousand eight hundred and ninety two the twenty-first day of January One thousand nine hundred and
 two and the twenty-second day of July One thousand nine hundred and two respectively A N D -----
W H E R E A S the said Electric Company has not proceeded with the reconstruction and electrification

of the lines mentioned and referred to in the said hereinbefore in part recited Agreement of the third day of April One thousand nine hundred and one but has continued to maintain the existing horse tramway service and has continued to pay the Twenty-five pounds per year reserved by the said Agreement of the third day of April One thousand nine hundred and one to the date of these presents AND WHEREAS certain proposals have been laid before the said Council by the said Electric Company for modifying altering amending and adding to the terms of the said Agreement of the third day of April One thousand nine hundred and one in manner hereinafter appearing to which said proposals the said Council has agreed NOW THIS AGREEMENT WITNESSETH that in pursuance of the said mutual agreement and in consideration of the premises and of the covenants and agreements hereinafter contained the hereinbefore recited Agreement shall be modified altered amended and added to as follows:-

1. T h a t the said Electric Company will alter and (subject as hereinafter appears) reconstruct in the same position on the electric system in accordance with the amended plans and specification lodged with the Public Works Department with the Application for the Amending Order in Council granted on the twenty-fourth day of September One thousand nine hundred and twelve the existing horse tramways and may at any time within the period hereinafter mentioned granted to the said Company on the said Company at its own expense obtaining the necessary Order to do so and the said Burgesses not objecting thereto extend and construct further tram lines over and upon the said public highways streets and roads mentioned in the Second Schedule to the said Agreement of the third day of April One thousand nine hundred and one if and when the said Electric Company shall think fit but first shall at its own expense obtain from the Governor-in-Council the necessary order to construct same and pay all charges of same and of all plans delegation etc.

2. T h a t the said Electric Company will pay all the costs of the said Council and the said Electric Company of or occasioned by or incidental to this Agreement including Government fees obtaining and preparing plans drawings specifications travelling expenses and of all or any of the documents as aforesaid advertising Solicitors and Barristers charges and otherwise and all other costs and charges as may be necessary and from time to time be required to be made in connection with this agreement or relating thereto or in any other matter in connection therewith or otherwise howsoever and also will at its own expense make all surveys plans sections and 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 or orders for construction of the said tramways extensions within the Borough of Sebastopol 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 verified copies of such plans sections working drawings and specifications within three months after the signing of this agreement and will subject as herein provided complete to the satisfaction of the Engineer for the time being of the Borough of Sebastopol the whole of the works contemplated by this contract in accordance with the said plans specifications and drawings.

3. T h a t the gauge of the tramway shall be four feet eight and one half inches and that the top of the rails shall be approximately level with and conform to the surface of the road or to such surface as the Council's Engineer approves of.

4. T h a t the said Electric Company will lay and construct the new lines in the following order and position viz. From Rubicon Street being the boundary line of the City of Ballarat and the Borough of Sebastopol thence along Albert Street to a point being the intersection of Queen Street in the said

Borough a single track with turnouts crossings and sidings And that the rails in Albert Street----
 aforesaid from the point of junction with the tramway line laid in the City in Skipton Street to--
 opposite the Public Library in Albert Street in the Borough of Sebastopol shall be laid on the----
 water table of the said street on the Eastern side of the said street at a distance approximately
 of from sixteen feet and not more than eighteen feet from the Eastern kerb of the said street and
 at or opposite the said Library in Albert Street aforesaid the said rails shall be laid at a proper
 distance to cross over to the Western side of the said street and thence be laid on the water table
 on the Western side of said street until its terminus at the intersection of Queen Street and Albert
 Street aforesaid at a like distance as before mentioned from the Western kerb of Albert Street afore-
 said in approximately the same position as the present tramway And that all passing places and sidings
 on the said tramway where necessary shall be constructed and made at such places as the Council shall
 by their Municipal Engineer direct and first approve of.

5. T h a t the tramcars shall be of similar design to those now used in the City of -----
 Ballarat subject to such modifications as the Electric Company may from time to time adopt.

6. T h a t the said Electric Company shall commence the alteration and reconstruction of
 the existing horse tramway and shall complete the same in accordance with the said plans and specifica-
 tion within six months from the date of the delegation of the said Amending Order in Council.

7. T h a t all work connected with this undertaking in its execution fulfilment or other-
 wise shall be of good quality and material and executed in a workmanlike manner and with due regard to
 public safety and to the satisfaction of the Council's Engineer.

8. T h a t the said Electric Company will at all times keep the stone setts and macadam in
 good order and condition and will when necessary top dress with gravel that portion of the road way----
 between the tramway rails and for a distance of eighteen inches on each outer side thereof and where the
 lines are double also that portion between the two tram lines to the satisfaction of the Council's-----
 Engineer and will as far as practicable prevent the accumulation of material used in effecting such re-
 pairs in the streets and roads during the day time.

9. T h e said Electric Company may at any time subject to the approval and consent of the
 said Council being first obtained in writing convert any single track into a double line conformably to
 the then existing tramway.

10. T h a t the said Electric Company shall be entitled (subject to the said Orders in-----
 Council) to carry passengers' luggage goods stock and general merchandise and to make such tolls and---
 charges subject to the restrictions (if any) in the Orders in Council or any of them hereinbefore re-
 ferred to as the Electric Company may from time to time determine upon.

11. T h a t after the reconstruction of the existing horse tramway and the regular running--
 of tramcars thereon the said tramcars shall commence running on week days not later than seven o'clock
 in the morning from far-end and shall continue running to eleven o'clock at night at a not greater-----
 interval than twenty-four minutes but the said Electric Company shall be entitled to run tramcars trucks
 and other vehicles on such sections or parts of the tramway as shall have been completed and to carry---
 passengers and goods in and upon such sections within waiting for the completion of the whole line.

12. T h a t all tramcars motormen and conductors used or employed by the said Electric Company

shall be subject to the Council's By-Laws and Regulations for the regulation of the traffic for the time being in force in the Borough of Sebastopol but shall not be subject to any license fee.

13. T h a t the said Council will upon the execution of these presents take the necessary steps for the purpose of delegating the powers conferred by the said Order in Council to the said Electric Company and will thereupon delegate the same to the said Electric Company unless forbidden by the ratepayers or others as provided by the Tramways Act 1890.

14. T h e rental payable to the Council upon the electrification of the tramway shall be the sum of Twenty-five pounds per annum payable half-yearly and recoverable in case of default as provided in the said Agreement of the third day of April One thousand nine hundred and one.

15. T h e following shall be the fares that the Company shall charge for the following--
journeys after the reconstruction of the existing horse trams :-

4d. by cash ticket from the far end of the present horse tram terminus
to Grenville Street.

3 $\frac{1}{2}$ d. by cash ticket from Bridge Street to Grenville Street.

4d. Workmen's returns from the end of the present horse tram terminus
to Grenville Street.

2d. by cash ticket from the end of the present horse tram terminus to
Rubicon Street.

1 $\frac{1}{2}$ d. by cash ticket from Bridge Street to Rubicon Street.

The above rates shall remain in force for two years at least from the date hereof and shall not be altered thereafter unless conditions or wages materially alter in any of which event the parties-- shall confer and in the event of the parties not agreeing on any proposed amendment of fares the-- matter shall be referred to the Governor-in-Council in the same manner as is provided for an en-
quiry for a breach of the Order in Council and his decision on the matter shall be accepted by both parties.

16. T h e said Council will not during the continuance of this agreement apply for con-
sent to promote or assist in promoting any Order under the Electric Light & Power Act 1906 or any---
amendment thereof for the purpose of enabling them or any other body or person to generate supply or
sell electric energy within the Borough nor supply nor authorise any other person to supply electric
energy within the said Borough.

17. T h e said Council hereby expressly consents to the system of overhead construction
in respect of all lines and mains to be erected by the said Electric Company in the Borough of -----
Sebastopol under Order Number 17 granted to the said Electric Company pursuant to the provisions of--
the Electric Light and Power Act 1896 whether for light heat or power purposes and authorises such--
lines to be placed above ground and the said Electric Company will indemnify the Council from any---
responsibility or damage caused by any injury to persons animals vehicles or goods in respect of ---
such overhead construction.

18. N o t w i t h s t a n d i n g anything to the contrary contained in the said Agree-
ment of the third day of April One thousand nine hundred and one and the Deed of Delegation dated the
thirtieth day of October One thousand nine hundred and two this Agreement shall be for a period of---
thirty years from the date of the approval of the Governor-in-Council of the Delegation of the said--

Amending Order in Council dated the twenty fourth day of September One thousand nine hundred and twelve subject nevertheless to the right of the Electric Company at any time after the twenty-fifth day of November One thousand nine hundred and thirty two to surrender to the said Council all its rights powers privileges and obligations delegated under the said several Orders in--- Council mentioned and thereupon this agreement and the agreement of the third day of April One-thousand nine hundred and one shall cease to operate and be void and of none effect.

19. C l a u s e s 2, 3, 5, 8, 10, 13, 14, 16 and 32 of the Agreement of the third day of April One thousand nine hundred and one shall from the date hereof be void and of none effect.

20. T h e Agreement of the third day of April One thousand nine hundred and one shall be read and construed as one with this Agreement save as hereinbefore negatived or modified.

IN WITNESS whereof the said Council has caused to be affixed hereto its Corporate Seal and the said Electric Company has executed these presents the day and year first hereinbefore written.

THE COMMON SEAL of the Corporation styled)
THE MAYOR COUNCILLORS AND BURGESSES OF THE)
BOROUGH OF SEBASTOPOL was affixed hereto)
in the presence of)

THOMAS DICKINSON

Mayor

H. CLARK

Councillor

S E A L

JONATHAN R. WALL

Town Clerk

EXECUTED by the said THE ELECTRIC SUPPLY)
COMPANY OF VICTORIA LIMITED by being)
SIGNED SEALED AND DELIVERED by its)
Attorney under Power Percival John Pringle)
in the presence of)

P. J. PRINGLE

SEAL

WM. KNOX

Accountant,

Wendouree Parade,
Ballarat.

DATED 12th DECEMBER 1912

THE MAYOR COUNCILLORS AND
BURGESSES OF THE
BOROUGH OF SEBASTOPOL

AND

THE ELECTRIC SUPPLY COMPANY
OF VICTORIA LIMITED

A G R E E M E N T

Home & Wilkinson,
413 Collins Street,
MELBOURNE.