

DATED 16th NOVEMBER 1900

THE MAYOR, COUNCILLORS, AND
CITIZENS OF THE CITY OF
BALLARAT

AND

THE BRITISH INSULATED WIRE
COMPANY LIMITED

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AGREEMENT

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CUTHBERT MORROW & MUST

SOLICITORS

BALLARAT.

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 Ballarat 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 Ballarat in the Parish of Ballarat 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 re-laying 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 re-construction construction and extension re-laying 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 Ballarat which approval when given shall be conclusive and
binding in 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 Ballarat 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 Seventyfive 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 the sum of One
hundred and twenty five pounds per annum for the next succeeding five years thereafter and the sum of
One hundred and fifty 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 Tram cars
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 re-entry 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 re-entry 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 Ballarat

aforesaid and used in connection with the said Tramways but also upon all or any Tram-cars 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 non-payment 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 re-place 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 drawings 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 Tramcars 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 each 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 on each side of plantation thence continuing by a single track in 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 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 in 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 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 herein before contained 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 timetable and approved by the Engineer of the Council so 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) subject 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 in Victoria with respect to level crossings as to the construction working 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 alterations 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 herein before 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 tram cars 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 herein before provided) for the time being appointed by the Council for inspecting the same and will so 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 so 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 Tram cars shall commence to regularly run to public time table over any completed portion of the said lines Tramcars 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 Tram cars horses motor drivers and conductors used or employed by the said Company shall be subject to the Councils 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 Tram cars and for preventing smoking on the Tram cars 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 Tram cars 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 Employees 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 Act 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 Street 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 undertake 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 a proportionate part thereof during which the said Company shall fail to work the Tramways as provided by the 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 Trams in 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
- 28. THAT the said Company paying the said rent and observing and performing the covenants on its part herein contained may quietly hold exercise use and enjoy the said powers licenses authority and premises hereby given and granted at all times during the said term without any interruption or disturbance by the said Council or any person claiming under or in trust for the Council
- 29. THAT the said Council will not during the continuance of this Contract grant or delegate any power authority license or lease to any Corporation or to any person or persons other than the said Company and the existing lines of the Phoenix Foundry Company Limited for tramway or traffic purposes over any public highways streets or roads within the City of Ballarat of which the said Council has

or may have the care management or control until the said Council shall have first given to the said Company the option of constructing and working for tramway and traffic purposes any proposed tramway and upon the like terms and conditions as to construction and thereafter working of same in all respects as are contained in these presents and the same shall have been refused by the Company or it shall for a period of six months after such option being given to it neglect to accept the same but should any proposed tramway be deemed by the said Company unnecessary or inexpedient then the question as to whether such tramways shall be constructed or not 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 respects to confirm to the "Supreme Court Act 1890" or any then subsisting Statutory modification thereof and in the event of its being decided that such Tramways shall be constructed and the said Company declining or neglecting for such period as aforesaid to accept the option of constructing the same then the said Council may enter into such contracts as it may think fit for the construction of such Tramway with any other person or persons AND IT IS HEREBY AGREED AND DECLARED that if the said Company shall decline or neglect to accept within the time aforesaid the option to construct such Tramway and in the event of the said Council constructing or delegating the authority or authorities rights powers and privileges conferred or vested in them in that behalf to any person or persons Company or Companies the said Council or such person or persons Company or Companies shall and may from time to time at their own expense lay down make and construct tramways across and intersecting all or any of the tramways or lines to be made by the said Company under or by Virtue of these presents and may run tram cars motors and other vehicles and horses may cross and re-cross the same when requisite and necessary PROVIDED that such undertakers shall not unless otherwise agreed with the Company run upon or use the Company's lines or otherwise interfere with the traffic therein except where it is necessary for constructional purposes at such crossings or intersections

30. THE Company shall be entitled to run Tram cars in such Sections or parts of the Tramway as shall have been completed and to carry passengers in or over such Sections or parts and the Company shall be entitled until the expiration of the period within which the whole undertaking shall be completed as herein provided to charge such fares for such Sections as they shall think proper
31. SAVE as hereinbefore provided (and except in the case of Special Cars that is to say Cars running in addition to those running according to the settled time table) the Company shall be entitled to charge not exceeding the following fares for the journeys each way between the points hereunder specified

- | | |
|---|----|
| From Grenville Street to Botanic Gardens via Sturt Street and Hamilton Streets or any lesser distance between and vice versa | 3d |
| From Grenville Street to Botanic Gardens via Drummond Street and Macarthur Street or any lesser distance between and vice versa | 3d |
| From Botanic Gardens loop line around Lake or any lesser distance between and vice versa | 3d |
| From Grenville Street along Sturt Street to Drummond Street thence along Drummond Street to Skipton Street thence along Skipton Street to Rubicon Street or any lesser distance between and vice versa | 3d |
| From Sturt Street along Lydiard Street to Gregory Street or any lesser distance between and vice versa | 3d |
| From Rubicon Street along Skipton Street to Drummond Street thence along Drummond Street to Sturt Street thence via Sturt or Macarthur Streets to the Botanic Gardens or any lesser distance between and vice versa | 3d |

From Grenville Street via Armstrong and Skipton Streets to Rubicon Street
(the City boundary) or any lesser distance and vice versa } 3d.
From Grenville Street via Sturt Lydiard and Macarthur Streets to Botanic
Gardens or any lesser distance and vice versa } 3d.

32. THE payment of the above mentioned fares shall entitle each passenger to carry personal luggage not exceeding twenty pounds weight or two feet in length eighteen inches deep x one foot wide without occupying a seat or in any way obstructing the Car The Company shall be entitled but not compelled to carry luggage or goods exceeding the quantities and sizes before mentioned and charge for each package when in charge of passenger over and above the quantity aforesaid a single fare or if permitted to occupy seat space fares according to space taken up When sent in charge of Conductor for every package not exceeding the above dimensions or weight sixpence for any section or part thereof
33. PROVIDED ALWAYS and it is hereby expressly agreed and declared that in the event of the Company failing to commence to construct the works in connection with the undertaking within the time and in the manner hereinbefore provided or failing to complete the said works within the time and in manner hereinbefore provided for the completion thereof and such or either of such failures shall be by reason of any delay or obstruction over which the Company has no control or by reason of the non-performance of any contract entered into by the Company by virtue of this Agreement or the non-delivery or delay in the delivery at Ballarat of any machinery plant or material on account or in consequence of stress of wind or weather or fire storm or tempest or inevitable accident or shipwreck or by reason of the loss destruction or damage of any such machinery plant or material after delivery or in consequence of a strike or of a lock out then and in either or any of such cases the Company shall be granted and allowed without five penalty or forfeiture reasonable time to commence or complete as the case may be the said works and undertaking
34. THAT if at the expiration of the said term of thirty years the said Council shall be desirous of purchasing the whole of the Tramways to be re-constructed and constructed under this Contract and freeholds permanent way machinery motors cars poles brackets conductors apparatus plant stocks goods stores chattels and effects and everything thereto appertaining or belonging and shall give to the said Company or its Manager or leave at its last known office or place of business in the Colony of Victoria not less than six months previous notice of such desire then the said Company shall and will sell transfer and assign the premises above mentioned to the said Council upon payment of a sum to be fixed by a valuation as hereinafter appears
35. THAT in the event of the said Council being desirous of purchasing the premises mentioned in the preceding paragraph and of such desire they shall have given to the said Company the notice as provided in the preceding paragraph hereof then the sum or price to be paid by the said Council shall be fixed by arbitration to be made by two Arbitrators or valuers one to be named by the said Company and the other by the said Council or in case of their disagreement by an Umpire appointed by the Arbitrators and if either party shall refuse or neglect to name any Arbitrator or to notify it in writing to the other party within three months after notification of the appointment of an Arbitrator by the other party or if the Arbitrator named by either party shall neglect or refuse to act then the valuation shall be made by the Arbitrator appointed by the other party alone and his award be made a Rule of Court at the instance of either party and upon payment by the said Council to the said Company of the amount fixed by the said Arbitration or award the said Company shall and will sell transfer grant and assign the premises above mentioned to the said Council

36. AND the said Council hereby for itself and its successors covenants with the said Company that in the event of the said Notice being given or served as is in the two preceding paragraphs provided the said Council shall within six months upon the amount payable by the said Council being calculated or so ascertained by such Arbitration or Award pay such amount to the said Company and such agreed sum being paid the whole of the working plant shall be handed over to the said Council but not before
37. THAT if the said Council shall not exercise its option of purchase of the said Tramways as hereinbefore provided the said Company may continue the running of the said Tramways for a further period of twelve months from the expiration of the said term of thirty years to enable the said Company to sell and dispose of its land (freehold and leasehold) machinery and plant stock goods stores chattels and effects or to make such other arrangements with the said Council or its assigns as may be mutually agreed upon so as to enable the said Company to sell as a going concern or in any other manner the said Company may think fit
38. THAT during such extension of twelve months the said Company shall run the trams and charge fares as hereinbefore provided and be subject to the terms and conditions of this agreement
39. THAT if the said Company shall not during the said term of twelve months make any such arrangement with the Council or otherwise as provided for in Clause 37 hereof the said Company shall within the further period of six months remove from the said roads its rails poles conductors and other fixtures pertaining thereto and other property of the said Company and leave the said roads in thorough order and condition level and fit for traffic
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 Councils 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 Ballarat 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 Ballarat 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 Rate-payers of the Municipality as provided by the said Act delegate the authority or authorities thereby possessed and conferred as we 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 any wise 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 where-ever 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 McArthur Street
- C. Commencing at a point in McArthur 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
- E. Commencing at the intersection of Sturt and Drummond Streets thence along Drummond Street to its junction with Skipton Street 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 McArthur 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 McArthur 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 McArthur Street at its intersection with Lydiard Street thence along McArthur 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 McArthur 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

S E A L

Mayor John Whykes
Councillor J. J. Brokenshire
Town Clerk Vincent J. Duthie

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

The British Insulated Wire Coy. Ltd. by its Attorney

SEAL

BENJAMIN DEAKIN

J. F. Hanby

Accountant

63 - 65 Queen Street

MELBOURNE