

This Agreement made the *Thirteenth* day of July

One thousand nine hundred and fourteen BETWEEN The Mayor Councillors and Citizens of the City of Prahran (hereinafter when separately referred to called "The Municipality of Prahran") of the first part The Mayor Councillors and Citizens of the City of Malvern (hereinafter when separately referred to called "The Municipality of Malvern") of the second part The Mayor Councillors and Citizens of the City of St. Kilda (hereinafter when separately referred to called "The Municipality of St. Kilda") of the third part The Mayor Councillors and Citizens of the City of Caulfield (hereinafter when separately referred to called "The Municipality of Caulfield") of the fourth part The Mayor Councillors and Citizens of the City of Hawthorn (hereinafter when separately referred to called "The Municipality of Hawthorn") of the fifth part The Mayor Councillors and Burgesses of the Town of Kew (hereinafter when separately referred to called "The Municipality of Kew") of the sixth part (all of which parties when collectively hereinafter referred to are called "The Municipalities") AND The Prahran and Malvern Tramways Trust (hereinafter referred to as "The Trust") of the seventh part WHEREAS the Orders-in-Council set forth in the first Schedule hereto have been made authorising the construction and extension of the tramways in the said Orders-in-Council mentioned AND WHEREAS the powers and authorities conferred by certain of the said Orders-in-Council have been transferred to and vested in the Trust by force of the *Prahran and Malvern Tramways Trust Act* 1907 and the *Prahran and Malvern Tramways Trust Act* 1910 (hereinafter referred to as the Principal Act) AND WHEREAS the Agreements set forth in the Second Schedule hereto have been made between the parties named in the Second Schedule in relation to the construction operation management and working of other of the said tramways and extensions mentioned in the said Orders-in-Council AND WHEREAS by Order-in-Council made the Thirteenth day of December One thousand nine hundred and eleven the Trust was authorised to amend and extend the sections of certain of the tramways mentioned in the said Orders-in-Council AND WHEREAS by Order-in-Council made the Twenty-fourth day of September One thousand nine hundred and twelve the Trust was authorised to construct and operate a tramway along the route therein specified AND WHEREAS by Order-in-Council made the Twenty-third day of March One thousand nine hundred and fourteen the Trust was authorised to construct and operate a tramway along the route therein specified AND WHEREAS it is desirable that the whole of the powers and authorities conferred on the several Municipalities the parties hereto of the first second third fourth fifth and sixth parts in respect of the tramways and extensions mentioned in the said Orders-in-Council and each of them should be absolutely transferred to and vested in the Trust on the terms and conditions hereinafter appearing AND WHEREAS the Municipality of Kew is empowered by the *Kew Tramway Act* 1914 to apply for and obtain an order or orders under the *Tramways Act* 1890 authorising the construction of Electric Tramways along all or any of the streets and roads mentioned in the Schedule to the said *Kew Tramway Act* 1914 AND WHEREAS it is desirable that the City of Hawthorn and the Town of Kew should each have power to appoint a member to represent such Municipality on the Trust and that the number of members of the Trust

should be increased accordingly AND WHEREAS it is desirable to modify and vary the Agreements mentioned in the said Second Schedule hereto in manner hereinafter appearing NOW THIS AGREEMENT witnesseth as follows :—

1. THE Municipalities of Prahran, Malvern, St. Kilda, Caulfield, Hawthorn and Kew do hereby absolutely transfer to and vest in the Trust the whole of the powers and authorities (including the powers of operation management and working) conferred on the said Municipalities severally or jointly by the said Orders-in-Council set forth in the First Schedule hereto in respect of the tramways and extensions in the said Orders-in-Council mentioned so far as the said powers and authorities have not already been absolutely transferred to or vested in the Trust.

2. IN the event of the Municipality of Kew purchasing the tramway mentioned in the *Kew Tramway Act* 1914 and obtaining an Order-in-Council pursuant to the said Act authorising the construction of an Electric Tramway along the route mentioned in the said Act the Trust will enter into an Agreement with the said Municipality for the transfer to the Trust of the whole or any part of the powers and authorities conferred on the said Municipality in respect of such tramway either absolutely or for a limited period or for the operation and management of the same and on such terms and conditions as may be mutually agreed upon.

3. THE Council of the Municipality of Hawthorn shall have power to appoint a member of the Council of the Municipality to represent it on the Trust.

4. THE Council of the Municipality of Kew shall have power to appoint a member of the Council of the Municipality to represent it on the Trust.

5. THE election of the representative of the Municipality of Hawthorn upon the Trust and of the representative of the Municipality of Kew upon the Trust shall take place within two calendar months after the consent of the Governor in Council has been given to this Agreement and upon such election the number of members of the Trust shall be increased accordingly.

6. THE member of the Trust elected by the Council of the Municipality of Hawthorn first after the execution of this Agreement shall subject to the provisions of the Principal Act hold office until the First day of November One thousand nine hundred and fifteen and the member of the Trust elected by the Municipality of Kew first after the execution of this Agreement shall subject to the provisions of the Principal Act hold office until the First day of November One thousand nine hundred and fourteen Save as aforesaid all other members of the Trust elected by the Municipalities of Hawthorn and Kew shall hold office for two years and shall be eligible for re-election unless disqualified under any of the provisions contained in the Principal Act.

7. IN case of the Union of any of the Municipalities parties hereto pursuant to the provisions of the *Local Government Act* 1903 or any corresponding enactment the united Municipalities shall have power to appoint a member of the Council of the Municipality to represent it on the Trust. The power of the Municipalities which have been united to appoint a representative upon the Trust shall cease upon Union and the representatives appointed by such Municipalities shall upon Union immediately go out of office.

8 THE Trust will duly comply with the terms and conditions of each of the said Orders-in-Council

and will maintain and keep in good condition the roads whereon any tramway is laid to the extent and in the manner provided by Section 18 of the Principal Act and will comply with all the requirements of the said Orders-in-Council and the *Tramways Act* 1890 and all Electric Light and Power Acts and regulations thereunder.

9. THE Trust will with all convenient speed substitute span poles in place of centre poles on all tramway routes transferred to vested in or operated by the Trust save and except the tramway constructed in Dandenong Road.

10. THE Trust will with all convenient speed and if possible before the end of the year One thousand nine hundred and fourteen construct the tramway known as the Malvern Road Tramway authorised by Orders-in-Council dated the Thirtieth day of June One thousand nine hundred and thirteen and the Twenty-third day of March One thousand nine hundred and fourteen with the necessary overhead equipment and complete the same in accordance with the Order-in-Council aforesaid and the plans and specifications therein referred to.

11. THE Trust will with all convenient speed convert the tramway from Balaclava Road to Brighton Road Caulfield via Hawthorn and Glen Huntly Roads into a double track with the necessary overhead equipment and complete the same ready for traffic in accordance with the plans and specifications referred to in the Order-in-Council dated the Nineteenth day of February One thousand nine hundred and thirteen.

12. IN the event of any of the Municipalities parties hereto paying or being called upon to pay any moneys secured by any debentures now or hereafter issued by the Trust or otherwise due owing payable or becoming payable by the Trust such Municipality or Municipalities shall be entitled to contributions from the others of the Municipalities parties hereto in proportion to their respective capital interests as defined by the Principal Act.

13. THE Trust shall repay to the Municipality of Hawthorn the sum of Twenty-two thousand pounds paid by the said Municipality to the Trust under and in pursuance of the provisions of the Agreements dated the Seventeenth day of November One thousand nine hundred and eleven and the Fifth day of August One thousand nine hundred and twelve numbered One and Two in the Second Schedule hereto in respect of the construction of the tramways mentioned in the said Agreements and also the sum of One thousand and seven pounds eleven shillings and threepence interest thereon at the rate of four per centum per annum to the Thirty-first day of December One thousand nine hundred and thirteen and shall keep such Municipality indemnified against any liability incurred by it in respect of the principal sum of Twenty-two thousand pounds and also in respect of interest on the said principal sum from the Thirty-first day of December One thousand nine hundred and thirteen.

14. PAYMENT of the sums in the preceding paragraph mentioned shall be made by the Trust to the Municipality of Hawthorn as follows :—

- (a) A sum equal to eleven twentieth parts of Eight hundred pounds being the debentures (Loan No. 7) dated the Tenth day of August One thousand nine hundred and twelve redeemed by the said Municipality of Hawthorn on the Thirtieth day of June One thousand nine hundred and thirteen shall be paid forthwith on account of the said sum of Twenty-two thousand pounds.

(b) The balance of the said sum of Twenty-two thousand pounds shall be paid in sums equal to eleven twentieth parts of the Debentures (Loan No. 7) issued by the said Municipality dated the Tenth day of August One thousand nine hundred and twelve and maturing and falling due after the Thirtieth day of June One thousand nine hundred and thirteen such payments to be made upon the respective dates as and when the said debentures mature and fall due.

(c) A sum of One thousand and seven pounds eleven shillings and threepence being interest on the said sum of Twenty-two thousand pounds at the rate of four per centum per annum to the Thirty-first day of December One thousand nine hundred and thirteen shall be paid forthwith.

(d) Thereafter on the Thirtieth day of June and the Thirty-first day of December in each year the Trust shall pay interest at the rate of four per centum per annum upon so much of the said sum of Twenty-two thousand pounds as shall from time to time remain unpaid.

15. THE Trust shall repay to the Municipality of Kew the sum of Thirty thousand pounds paid by the said Municipality to the Trust (as to Twenty-seven thousand pounds part of the said sum paid prior to the date of this Agreement and as to Three thousand pounds other part of the said sum paid at the time of the execution of this Agreement) under and in pursuance of the provisions of the Agreements dated the Seventeenth day of November One thousand nine hundred and eleven and the Fifth day of August One thousand nine hundred and twelve numbered One and Two in the Second Schedule hereto in respect of the construction of the tramways mentioned in the said Agreements and also the sum of Six hundred and forty-eight pounds one shilling and fourpence interest on the sum of Twenty-seven thousand pounds part of the said sum of Thirty thousand pounds at the rate of four per centum per annum to the Thirtieth day of September One thousand nine hundred and thirteen and at the rate of four and a half per centum per annum to the Thirty-first day of October One thousand nine hundred and thirteen and shall keep such Municipality indemnified against any liability incurred by it in respect of the principal sum of Thirty thousand pounds and also in respect of interest on the said principal sum of Thirty thousand pounds.

16. PAYMENT of the sums in the preceding paragraph mentioned shall be made by the Trust to the Municipality of Kew as follows :—

(a) The said sum of Thirty thousand pounds shall be paid in the amounts and on the dates set forth in the first column of the Third Schedule hereto which amounts shall be accepted and taken in full and complete satisfaction and discharge of the said sum of Thirty thousand pounds as these presents witness.

(b) A sum of Six hundred and forty-eight pounds one shilling and fourpence being interest on the sum of Twenty-seven thousand pounds part of the sum of Thirty thousand pounds calculated as aforesaid to the Thirty-first day of October One thousand nine hundred and thirteen shall be paid forthwith.

(c) Thereafter interest shall be paid on the said sum of Thirty thousand pounds in the amounts and on the days set forth in the second column of the Third Schedule hereto which amounts

shall be accepted and taken in full and complete satisfaction and discharge of all interest on the said sums of Thirty thousand pounds as these presents witness.

17. THE said sum of Twenty-two thousand pounds and Thirty thousand pounds shall be and be deemed to be capital expenditure on account of the tramways in respect of which such payments shall be made.

18. THE Trust shall apply the revenue to be derived from its undertaking other than income arising from the investment of its renewal reserve fund:—

(a) In paying or providing for the interest and sinking fund in respect of any moneys borrowed by it.

(b) In paying the expenses of controlling managing operating and maintaining the undertaking and the other outgoings by this Agreement or the Principal Act authorised including such contributions to a maintenance reserve fund as to the Trust shall seem expedient.

(c) In establishing a renewal reserve fund for the purpose of providing for the renewal of any part of the undertaking but not exceeding in any year two and a half per cent. of the estimated cost of such renewal as to the Trust shall seem proper.

(d) In paying or providing for the moneys to which the Mayor Aldermen Councillors and Citizens of the City of Melbourne are entitled under the provisions of the Indenture dated the Thirtieth day of August One thousand nine hundred and twelve made between the Mayor Aldermen Councillors and Citizens of the City of Melbourne and the Municipality of St. Kilda of the one part and the Trust of the other part and the Indenture dated the Sixth day of December One thousand nine hundred and thirteen made between the Mayor Aldermen Councillors and Citizens of the City of Melbourne of the one part and the Trust of the other part.

19. The balance of such revenue (if any) earned in and during the years ending on the Thirtieth day of September One thousand nine hundred and fourteen the Thirtieth day of September One thousand nine hundred and fifteen and the Thirtieth day of September One thousand nine hundred and sixteen shall be divided between the Municipalities as follows:—

(a) The balance of revenue earned in each such year on all the tramways operated by the Trust hereinafter referred to as "Trust Lines" (other than those known and referred to as the Caulfield and the Point Ormond Extensions) shall be divided between the Municipalities in proportion to the car mileage run on the said Trust Lines in their respective municipal districts provided always that a sum of Two thousand pounds shall be paid out of such revenue in each of the said years to the Municipality of Prahran on account of its share in such revenue before any division is made amongst the other Municipalities parties hereto but if in any one year the balance of such revenue is insufficient to provide the said sum of Two thousand pounds the deficiency shall not be payable out of the balance of revenue of any succeeding year.

(b) The balance of revenue earned in each such year on the Caulfield and Point Ormond Extensions shall be divided between the Municipality of St. Kilda and the Municipality of

Caulfield in proportion to the car mileage run upon such tramways in their respective municipal districts. The Point Ormond Extension shall for this purpose be deemed wholly within the Municipality of St. Kilda.

20. In the event of the revenue of the Trust being insufficient in the years ending on the Thirtieth day of September One thousand nine hundred and fourteen, the Thirtieth day of September One thousand nine hundred and fifteen and the Thirtieth day of September One thousand nine hundred and sixteen to pay or provide for the moneys referred to in paragraph 18 hereof sub-clauses (a) and (b); any deficiency therein shall be made good to the Trust by the Municipalities (other than a deficiency attributable to the Caulfield and Point Ormond Extensions) in proportion to the car mileage run on the said Trust Lines in the respective Municipal districts of such Councils. Any deficiency in carrying on and working the Caulfield and Point Ormond Extensions during the years ending on the Thirtieth day of September One thousand nine hundred and fourteen, the Thirtieth day of September One thousand nine hundred and fifteen and the Thirtieth day of September One thousand nine hundred and sixteen shall be made good to the Trust by the Municipalities of Caulfield and St. Kilda in proportion to the car mileage run on the said Extensions in their respective municipal districts provided that the liability hereby imposed upon the Municipalities of Caulfield and St. Kilda in case of any deficiency upon the Caulfield and Point Ormond Extensions shall cease if the said Extensions are before the Thirtieth day of September One thousand nine hundred and sixteen transferred to or vested in any statutory authority other than the Trust and the words "other than a deficiency attributable to the Caulfield and Point Ormond Extensions" in the preceding paragraph of this clause shall thereupon cease to operate. The Point Ormond Extension shall for the purposes of this clause be deemed wholly within the Municipality of St. Kilda.

21. THE balance of revenue earned in the years One thousand nine hundred and fourteen, One thousand nine hundred and fifteen and One thousand nine hundred and sixteen aforesaid on the Caulfield and Point Ormond Extensions and every deficiency in carrying on and working the Caulfield and Point Ormond Extensions during the said years shall be ascertained as follows :—

An account shall be kept by the Trust in which the Caulfield and Point Ormond Extensions shall be credited with :—

- (a) The actual passenger fares earned on such Extensions as ascertained and allocated by the Trust.
- (b) So much of the total revenue of the whole of the undertaking of the Trust shown by its Revenue account (other than revenue received from passenger fares) as bears the same proportion to the total revenue of the Trust (other than as aforesaid) as the car miles run upon the Caulfield and Point Ormond Extensions bears to the total car miles run upon the whole of the tram lines for the time being vested in the Trust.

And debited with :—

- (c) The cost of carrying on and operating the said Extensions. Such cost shall for the purposes of this clause be deemed to be at the same rate as the average cost per

car mile of making the provisions set forth in clause 18 sub-clauses (a) (b) and (c) hereof but notwithstanding anything in this clause contained the minimum amount for interest maintenance of track and renewal fund chargeable against the Municipalities of St. Kilda and Caulfield shall not be less than Four hundred pounds per annum per mile of single track of the said Extensions and if in ascertaining the average cost per mile as aforesaid the proportion attributable to the said Municipalities in respect of interest maintenance of track and renewal fund is less than the sum of Four hundred pounds per mile per annum as aforesaid then the difference shall be added to the cost of carrying on and operating the said Extensions. The balance of the account shall be the "balance of revenue" or "deficiency" as the case may be in respect of the Caulfield and Point Ormond Extensions which shall for the purpose of clauses 19, 20 and 21 hereof form one system of tramways.

22. THE right of the Municipality of St. Kilda to share in the "balance of revenue" aforesaid from Caulfield and Point Ormond Extensions during the years One thousand nine hundred and fourteen, One thousand nine hundred and fifteen and One thousand nine hundred and sixteen shall only accrue from the commencement of the financial half-year of the Trust in which the Point Ormond Extension is opened for traffic and the obligation of the Municipality of St. Kilda to contribute to any "deficiency" aforesaid in respect of the Caulfield and Point Ormond Extensions shall only accrue from the commencement of the financial half-year of the Trust in which the Point Ormond Extension is opened for traffic.

23. THE balance of revenue (if any) earned by the Trust from its undertaking shall after the Thirtieth day of September One thousand nine hundred and sixteen be divided between the Municipalities parties hereto in proportion to the car mileage run on the tramways vested in and transferred to the Trust in their respective Municipal districts during the year ending on the Thirtieth day of September in which such revenue shall have been earned.

24. IN the event of the revenue of the Trust being insufficient after the Thirtieth day of September One thousand nine hundred and sixteen to pay or provide for the moneys referred to in paragraph 18 hereof sub-clauses (a) and (b) any deficiency therein shall be made good to the Trust by the Municipalities represented or entitled to be represented thereon in proportion to the car mileage run upon the said tramways in their respective Municipal districts during the year ending on the Thirtieth day of September in which such moneys shall be payable.

25. THE car mileage run on any tramway or part of a tramway constructed along a street or road forming the common boundary between any two or more Municipalities shall be deemed to run in the respective districts of such Municipalities (unless otherwise herein expressly provided) in the proportion which the frontage of each of such Municipalities to such tramway bears to the total of such frontage.

26. NOTHING in this Agreement shall affect or prejudice the powers conferred upon the Trust under section 35 of the Principal Act.

27. THE Trust shall once in each of the years One thousand nine hundred and fourteen, One thousand nine hundred and fifteen and One thousand nine hundred and sixteen render to the Municipalities of St. Kilda and Caulfield an account showing the "balance of revenue" or the "deficiency" as the case

may be in respect of the Caulfield and Point Ormond Extensions and the amount payable to or by the said Municipalities and also a Statement certified by the Engineer of the Trust of the car mileage run upon the said Extensions during the period of such account.

SUCH account shall be certified by the Auditor of the Trust and shall be binding and conclusive upon the Municipalities and the Trust unless some manifest error be discovered therein and notified by the party discovering the same to the other party or parties within six months of the receipt of such account and Statement in which case the error shall be corrected.

THE amounts appearing to be payable by the said account shall within one month of the delivery of the said account be payable by the party from whom the same appears due to the party to whom the same appears due.

28. The Municipalities of St. Kilda and Caulfield or either of them may at their or its own cost until the Thirtieth day of September One thousand nine hundred and sixteen appoint one or more persons to examine and inspect all accounts documents books and papers relating to the receipts and expenditure and car miles run in connection with the Caulfield and Point Ormond Extensions and the Trust will allow and permit such person or persons to examine and inspect the same accordingly.

29. THE provisions contained in clauses 18, 19, 20, 21, 22, 23, 24 and 25 hereof shall come into operation as from the Thirtieth day of September One thousand nine hundred and thirteen so far as the same can take effect.

30. THE Agreements contained in the Second Schedule hereto are modified and varied in so far as the same are inconsistent with this Agreement.

31. THE provisions contained in the clauses of the Agreements hereunder specified shall cease to operate and take effect from the Thirtieth day of September One thousand nine hundred and thirteen.

DATE OF AGREEMENT.	PARTIES.	CLAUSES.
17th day of November 1911	The Municipalities of Malvern Hawthorn Kew and the Trust	4 and 6 to 19 both inclusive and 21 and 22.
31st day of July 1912	The Municipalities of St. Kilda Malvern and Caulfield and the Trust	4, and 6 to 22 both inclusive. 25 to 27 both inclusive.
29th day of May 1913	The Municipalities of St. Kilda Malvern and Caulfield and the Trust.	3.
31st day of July 1912	The Municipality of Caulfield and the Trust	2, and 4 to 19 both inclusive and 22 and 23.
26th day of September 1912	The Municipality of Malvern and the Trust	2 to 9 both inclusive.
24th day of September 1913	The Municipality of Caulfield and the Trust	2 to 9 both inclusive.
16th day of October 1913	The Municipality of Malvern and the Trust	2 to 9 both inclusive.
5th day of June 1913	The Municipality of St. Kilda and the Trust	2 to 9 both inclusive.

32. THE AMOUNTS (if any) which on the 1st day of October One thousand nine hundred and thirteen stand or should stand to the credit :—

(a) Of the "Extensions Renewal Reserve Fund" under the Agreement of the Seventeenth day of November One thousand nine hundred and eleven numbered One in the Second Schedule.

(b) Of the "Balaclava Road Extension Renewal Reserve Fund" under the Agreement of the Thirty-first day of July One thousand nine hundred and twelve numbered Three in the Second Schedule.

(c) Of the "Caulfield Extension Renewal Reserve Fund" under the Agreement of the Thirty-first day of July One thousand nine hundred and twelve numbered Five in the Second Schedule

shall be and are transferred to and carried over to the Renewal Reserve Fund of the Trust and any obligation of the Trust to pay the amount of such credits or any of them to the Municipalities or any of them mentioned in the said Agreements pursuant to the terms of the said Agreements is discharged and released.

33. THIS Agreement is conditional upon the consent of the Governor in Council being given to the same.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their Common Seals the day and year first above written.

THE COMMON SEAL of the City of Prahran
was hereto affixed by us pursuant to By-law
No. 115.

Ernest H. Lucas

MAYOR.

Robert H. Smith

COUNCILLOR.

J. T. Roman

TOWN CLERK.



THE COMMON SEAL of the City of Malvern
was hereunto affixed in the presence of

Sydney H. Wilson

MAYOR.

James O. Thompson

COUNCILLOR.

Hughes

TOWN CLERK.



THE COMMON SEAL of the City of St. Kilda

was hereunto affixed in the presence of

Edmund Russell

MAYOR.

John J. Love

COUNCILLOR.

Frederick Chamberlain

TOWN CLERK.



THE COMMON SEAL of the City of Caulfield

was hereunto affixed in the presence of

Edw. L. Murphy

MAYOR.

Howett

~~COUNCILLOR.~~

TOWN CLERK.



THE COMMON SEAL of the City of Hawthorn

was hereunto affixed in the presence of

R. J. Barbour

MAYOR.

A. Roche

COUNCILLOR.

W. B. Broad Hall

TOWN CLERK.



THE COMMON SEAL of the Town of Kew

was hereunto affixed in the presence of

W. R. Rucker

MAYOR.

~~COUNCILLOR.~~

H. Haining

TOWN CLERK.



THE COMMON SEAL of the Prahran and

Malvern Tramways Trust was hereunto

affixed in the presence of

Alex Cameron

CHAIRMAN.

W. Rogers Brown

MEMBER.

W. Strangward

SECRETARY.



THE FIRST SCHEDULE.

(ORDERS-IN-COUNCIL).

- No. 1.—Dated 6th July 1908 authorising the Municipality of Prahran to construct and operate a tramway along the route therein specified.
- No. 2.—Dated 6th July 1908 authorising the Municipality of Malvern to construct and operate a tramway along the route therein specified.
- No. 3.—Dated 1st September 1911 authorising the Municipality of Malvern to construct and operate a tramway along the route therein specified.
- No. 4.—Dated 28th July 1911 authorising the Municipalities of Prahran St. Kilda Malvern and Caulfield to construct and operate a tramway along the route therein specified.
- No. 5.—Dated 29th July 1912 authorising the Municipality of Hawthorn to construct and operate a tramway along the route therein specified.
- No. 6.—Dated 29th July 1912 authorising the Municipality of Kew to construct and operate a tramway along the route therein specified.
- No. 7.—Dated 29th July 1912 authorising the Municipality of St. Kilda to construct and operate a tramway along the route therein specified.
- No. 8.—Dated 19th February 1913 authorising the Municipality of Malvern to construct and operate a tramway along the route therein specified.
- No. 9.—Dated 19th February 1913 authorising the Municipality of Caulfield to construct and operate a tramway along the route therein specified.
- No. 10.—Dated 30th June 1913 authorising the Municipality of Prahran to construct and operate a tramway along the route therein specified.
- No. 11.—Dated 30th June 1913 authorising the Municipality of Malvern to construct and operate a tramway along the route therein specified.
- No. 12.—Dated 20th January 1914 authorising the Municipality of Malvern to construct and operate a tramway along the route therein specified.
- No. 13.—Dated 16th March 1914 authorising the Municipality of St. Kilda to construct and operate a tramway along the route therein specified.

30050
26985
3015

THE FIRST SCHEDULE.

(AGREEMENTS).

THE SECOND SCHEDULE.

(AGREEMENTS).

- ✓ No. 1.—AGREEMENT dated 17th November 1911 BETWEEN the Municipality of Malvern the Municipality of Hawthorn the Municipality of Kew and the Trust.
- ✓ No. 2.—AGREEMENT dated 5th August 1912 BETWEEN the Municipality of Malvern the Municipality of Hawthorn the Municipality of Kew and the Trust.
- ✓ No. 3.—AGREEMENT dated 31st July 1912 BETWEEN the Municipality of St. Kilda the Municipality of Malvern the Municipality of Caulfield and the Trust.
- ✓ No. 4.—AGREEMENT dated 29th May 1913 BETWEEN the Municipality of St. Kilda the Municipality of Malvern the Municipality of Caulfield and the Trust.
- ✓ No. 5.—AGREEMENT dated 31st July 1912 BETWEEN the Municipality of Caulfield and the Trust.
- ✓ No. 6.—AGREEMENT dated 2nd April 1913 BETWEEN the Municipality of Caulfield and the Trust.
- ✓ No. 7.—AGREEMENT dated 26th September 1912 BETWEEN the Municipality of Malvern and the Trust.
- ✓ No. 8.—AGREEMENT dated 24th September 1913 BETWEEN the Municipality of Caulfield and the Trust.
- ✓ No. 9.—AGREEMENT dated 16th October 1913 BETWEEN the Municipality of Malvern and the Trust.
- ✓ No. 10.—AGREEMENT dated 5th June 1913 BETWEEN the Municipality of St. Kilda and the Trust.

Kens

THE THIRD SCHEDULE.

First Column.			Second Column.		
AMOUNTS.		DATES.	AMOUNTS.		DATES.
£450	0 0	31st October 1913	£666	0 0	30th April 1914.
468	0 0	31st October 1914	666	0 0	31st October 1914.
490	10 0	31st October 1915	654	15 0	30th April 1915.
513	0 0	31st October 1916	654	15 0	31st October 1915.
535	10 0	31st October 1917	643	10 0	30th April 1916.
558	0 0	31st October 1918	643	10 0	31st October 1916
585	0 0	31st October 1919	632	5 0	30th April 1917.
612	0 0	31st October 1920	632	5 0	31st October 1917.
639	0 0	31st October 1921	621	0 0	30th April 1918.
666	0 0	31st October 1922.	621	0 0	31st October 1918.
697	10 0	31st October 1923	607	10 0	30th April 1919.
729	0 0	31st October 1924	607	10 0	31st October 1919.
760	10 0	31st October 1925	594	0 0	30th April 1920.
796	10 0	31st October 1926	594	0 0	31st October 1920.
832	10 0	31st October 1927	580	10 0	30th April 1921.
868	10 0	31st October 1928	580	10 0	31st October 1921.
904	0 0	31st October 1929.	567	0 0	30th April 1922. ✓
944	10 0	31st October 1930.	567	0 0	31st October 1922. ✓
985	0 0	31st October 1931	551	5 0	30th April 1923.
1,030	0 0	31st October 1932	551	5 0	31st October 1923.
1,075	0 0	31st October 1933	535	10 0	30th April 1924. ✓
1,124	10 0	31st October 1934	535	10 0	31st October 1924. ✓
1,179	0 0	31st October 1935	519	15 0	30th April 1925.
1,233	0 0	31st October 1936	519	15 0	31st October 1925.
1,291	10 0	31st October 1937	501	15 0	30th April 1926.
1,345	10 0	31st October 1938	501	15 0	31st October 1926.
1,408	10 0	31st October 1939	483	15 0	30th April 1927.
1,471	10 0	31st October 1940	483	15 0	31st October 1927.
1,539	0 0	31st October 1941	465	15 0	30th April 1928.
1,606	10 0	31st October 1942	465	15 0	31st October 1928.
1,678	10 0	31st October 1943	445	10 0	30th April 1929. ✓
943	6 5	31st October 1944	445	10 0	31st October 1929. ✓
			425	5 0	30th April 1930. ✓
			425	5 0	31st October 1930.
			405	0 0	30th April 1931.

30000
36000
26400

29960 16-1
7704-
22256 16-1
19960 16-1
39 3-7
20000 0-0

22256 16-1
39 3-7
22256

14820 16-5

405 0 0 31st October 1931

382 10 0 30th April 1932.

382 10 0 31st October 1932.

360 0 0 30th April 1933

360 0 0 31st October 1933.

335 5 0 30th April 1934.

335 5 0 31st October 1934.

310 10 0 30th April 1935.

310 10 0 31st October 1935.

283 10 0 30th April 1936

283 10 0 31st October 1936.

254 5 0 30th April 1937.

254 5 0 31st October 1937.

227 5 0 30th April 1938.

227 5 0 31st October 1938.

195 15 0 30th April 1939.

195 15 0 31st October 1939.

164 5 0 30th April 1940.

164 5 0 31st October 1940.

130 10 0 30th April 1941.

130 10 0 31st October 1941.

96 15 0 30th April 1942.

96 15 0 31st October 1942.

60 15 0 30th April 1943.

60 15 0 31st October 1943.

22 10 0 30th April 1944.

22 10 0 31st October 1944.

£29,960 16 5

£25,447 10 0

7

DATED

31st

91
JULY, 1914.

The Mayor etc. of the City of Prahran
of the First Part

The Mayor etc. of the City of Malvern
of the Second Part

The Mayor etc. of the City of St. Kilda
of the Third Part

The Mayor etc. of the City of Caulfield
of the Fourth Part

The Mayor etc. of the City of Hawthorn
of the Fifth Part

The Mayor etc. of the Town of Kew
of the Sixth Part

AND THE

Prahran and Malvern Tramways Trust
of the Seventh Part

Agreement

G. LINDSAY SKINNER & CO.,

SOLICITORS,

230 COLLINS STREET,

MELBOURNE.

SCHEME FOR LOAN OF £30000 BY THE ISSUE ON 1st NOVEMBER 1912 OF DEBENTURES TO THAT AMOUNT,
BEARING INTEREST AT RATE OF 4½% PER ANNUM REPAYABLE IN DIFFERENT YEARS.

Interest payable by Council half-yearly April 30th and October 31st.	"A".	Annual payments for Redemption of Debentures.	"B".	Not invested in Stock as Debentures mature same date.	Invested in 5 per cent stock each year.	Accrued interest added to Fund.	Sinking Fund approx. at this date.	Stock Sold. (To be provided by Treasury for Redemption of Debentures).	Debenture Redeemed.
30/4/13	£675								
31/10/13	675	£450		£400	£50		£50		£400
30/4/14	666					15 0	50 15 0		
31/10/14	666	468		468		15 2	51 10 2	32	500
							19 10 2		
30/4/15	654 15 0					5 10	19 16 0		
31/10/15	654 15 0	490 10 0		490 10 0		5 11	20 1 11	9 10 0	500
							10 11 11		
30/4/16	643 10 0					3 2	10 15 1		
31/10/16	643 10 0	513		500	13	3 2	23 18 3		500
30/4/17	632 5 0					7 2	24 5 5		
31/10/17	632 5 0	535 10 0		500	35 10 0	7 3	60 2 8		500
30/4/18	621					18 0	61 0 8		
31/10/18	621	558		558		18 3	61 18 11	42	600
							19 18 11		
30/4/19	607 10 0					5 11	20 4 10		
31/10/19	607 110 0	585		585		6 0	20 10 10	15	600
							5 10 10		
30/4/20	594					1 8	5 12 6		
31/10/20	594	612		600	12	1 8	17 14 2		600
30/4/21	580 10 0					5 3	17 19 5		
31/10/21	580 10 0	639		600	39	5 4	57 4 9		600
30/4/22	567 0 0					17 2	58 1 11		
31/10/22	567	666		666		17 5	58 19 4	34	700
							24 19 4		
30/4/23	551 5 0					7 6	25 6 10		
31/10/23	551 5 0	697 10 0		697 10 0		7 7	25 14 5	2 10 0	700
							23 4 5		
30/4/24	535 10 0					6 11	23 11 4		
31/10/24	535 10 0	729		700	29	7 0	32 18 4		700
30/4/25	519 15 0					15 10	53 14 2		
31/10/25	519 15 0	760 10 0		760 10 0		16 1	54 18 3	39 10 0	800
							15 0 3		
30/4/26	501 15 0					4 6	15 4 9		
31/10/26	501 15 0	795 10 0		795 10 0		4 7	15 9 4	3 10 0	800
							11 19 4		
30/4/27	483 15 0					3 7	12 2 11		
31/10/27	483 15 0	832 10 0		800	32 10 0	3 7	44 15 6		800
30/4/28	465 15 0					13 5	45 9 11		
31/10/28	465 15 0	868 10 0		868 10 0		13 7	46 3 6	31 10 0	900
							14 13 6		
30/4/29	445 10 0					4 5	14 17 11		
31/10/29	445 10 0	904		900	4	4 5	19 2 4		900
30/4/30	425 5 0					5 9	19 8 1		
31/10/30	425 5 0	944 10 0		900	44 10 0	5 10	64 3 11		900
30/4/31	405					19 3	65 3 2		
31/10/31	405	985		985		19 6	66 2 8	15	1000
							51 2 8		
30/4/32	382 10 0					15 4	51 18 0		
31/10/32	382 10 0	1030		1000	30	15 7	82 13 7		1000
30/4/33	360					21 4 9	83 18 4		
31/10/33	360	1075		1075		1 5 2	85 3 6	25	1100
							60 3 6		
30/4/34	335 5 0					18 0	61 1 6		
31/10/34	335 5 0	1124 10 0		1100	24 10 0	18 4	86 9 10		1100
30/4/35	310 10 0					1 5 11	87 15 9		
31/10/35	310 10 0	1179		1179		1 6 4	89 2 1	21	1200
							68 2 1		
30/4/36	283 10 0					1 0 5	69 2 6		
31/10/36	283 10 0	1233		1233		1 0 8	70 3 2	67	1300
							3 3 2		
30/4/37	254 5 0					- 11	3 4 1		
31/10/37	254 5 0	1291 10 0		1200	91 10 0	- 11	94 15 0		1200
30/4/38	227 5 0					1 7 8 15	96 3 8		
31/10/38	227 5 0	1345 10 0		1345 10 0		1 8 10	97 12 3	54 10 0	1400
							43 2 3		
30/4/39	195 15 0					12 11	43 15 2		
31/10/39	195 15 0	1408 10 0		1400	8 10 0	13 1	52 18 3		1400
30/4/40	164 5 0					15 10	53 14 1		
31/10/40	164 5 0	1471 10 0		1471 10 0		16 1	54 10 2	28 10 0	1500
							26 0 2		
30/4/41	130 10 0					7 9	26 7 11		
31/10/41	130 10 0	1532		1500	39	7 11	65 15 10		1500
30/4/42	98 15 0					19 8	66 15 6		
31/10/42	98 15 0	1606 10 0		1600	6 10 0	1 - -	74 5 6		1500
30/4/43	60 15 0					1 2 3	75 7 9		
31/10/43	60 15 0	1678 10 0		1678 10 0		1 2 7	76 10 4	21 10 0	1700
							55 0 4		
30/4/44	22 10 0					16 6	55 16 10		
31/10/44	22 10 0	943 6 5		943 6 5		16 9	56 13 7	56 13 7	1000
£26797 10 0		£29960 16 5		£29501 6 5	£459 10 0	£39 3 7		£498 13 7	£30000

M. M. T. Davis