

K.C.—Pitman. Agents—James Campbell, Town Clerk, Saltcoats; Messrs Shaw, County Clerks, Ayr.

Counsel for Nobel's Explosives Company, Limited, *Objecting*—Cooper. Agents—Webster, Will, & Company, S.S.C.; Moncrieff, Barr, Paterson, & Company, Solicitors, Glasgow.

Agents for William Baird & Company, Limited, Petitioners against Alterations—R. H. James, S.S.C.; Webster, Will, & Company, S.S.C.; J. & J. M'Cosh, Solicitors, Dalry.

Friday, May 2, 1902.

(Before Lord Clifford of Chudleigh, *Chairman*, Lord Frankfort de Montmorency, Mr Charles Guy Pym, M.P., and Mr Eugene Wason, M.P.—at Edinburgh.)

#### ROTHESAY TRAMWAYS EXTENSION.

*Private Legislation Procedure—Provisional Order—Petition Deposited against Order and not Formally Withdrawn—No Appearance for Objectors—Procedure—General Orders No. 146.*

No. 146 of the General Orders provides, *inter alia*, as follows:— . . . “In any case where all petitions duly presented to the Secretary for Scotland in terms of General Orders, against the provisional order which has been referred to commissioners for local inquiry, have been withdrawn by requisition as aforesaid before commissioners have opened the inquiry into such draft provisional order, the draft provisional order shall be deemed to be withdrawn from inquiry before commissioners unless the Secretary for Scotland, in terms of the principal Act, thinks inquiry necessary, although there is no opposition, and directs such inquiry to proceed.”

When the Rothesay Tramways (Extension) Provisional Order was called before the Commission it was intimated that a petition had been deposited against a particular part of the Order. The part of the Order petitioned against had been withdrawn, but the petition had not been formally withdrawn. No one appeared for the objecting petitioners.

The agent for the promoters proposed, having regard to the provisions of No. 146 of the General Orders, to put a witness in the box to formally prove the preamble.

Mr Lorimer, Clerk to the Commission, explained as follows:—“The position we are in is this, that we have no information that there has been a requisition withdrawing the last petition against the Rothesay Order, and so far as the Commission are concerned it stands. When this case is called now, as I take it to be called, it stands, so far as is known, as an opposed Provisional Order.”

A witness was put into the box to formally prove the preamble, and the clauses

of the Order were then formally considered and approved by the Commissioners.

Lord Clifford of Chudleigh, Chairman, reported to the Secretary for Scotland on behalf of the Commissioners that when the inquiry was opened into the Order no petitioners against it appeared. “The Commissioners accordingly examined the allegations of the preamble and found the same to be true and the preamble proved, and they went through the Order and made amendments thereon.”

Agent for the Promoters—W. E. Tyldesley Jones, Solicitor and Parliamentary Agent, London.

Friday, May 2, 1902.

(Before Lord Clifford of Chudleigh, *Chairman*; Lord Frankfort de Montmorency; Mr Charles Guy Pym, M.P.; Mr Eugene Wason, M.P.—at Edinburgh.)

#### GREENOCK AND PORT-GLASGOW TRAMWAYS EXTENSION.

*Private Legislation Procedure—Provisional Order—Tramway—Locus Standi of Railway Company Objecting—Power to Run Motor Cars Beyond Tramway—Power of Parcel Delivery.*

The Greenock and Port-Glasgow Tramways Company promoted a Provisional Order which provided, *inter alia*, as follows:— Clause 9—“The Company may provide, maintain, work, and run omnibuses or motor cars in connection with their tramways, or when the running of carriages thereon is impracticable, or during the construction, alteration, or repair thereof, or in prolongation of any tramway route the extension of which may be contemplated by the Company.”

Power was also sought to carry on a parcel delivery by means of the motor cars.

The Glasgow and South-Western Railway Company opposed the Order, their objection being confined to clause 9.

The promoters objected to the Glasgow and South-Western Railway Company being allowed a *locus*.

Argued for the promoters—The Railway Company had no *locus standi*. The Railway Company had a system of railways which ran into Greenock, and they delivered and collected parcels in connection with the railway, but the Railway Company had no parcels delivery business independent of their railway. They were not common carriers in Greenock. It was only for the railway that they collected and delivered parcels. The Bill claimed no monopoly for the Tramway Company or right to interfere with the Railway Company's power to carry parcels or passengers. The sole effect of clause 9 was that they as a corporation might as between themselves and the shareholders and the general public to a certain extent use monies which were subscribed by their

shareholders for the purpose of omnibuses and motor cars. Beyond that, clause 9 of the Order did not affect anyone. If they were not a limited company they could do this without coming to the Commission. They could commence a parcel delivery in Greenock and the Railway Company could say nothing to them. They could compete with the Glasgow and South-Western Railway Company in collecting parcels in Greenock. It was only because they were a statutory company, and wanted to be enabled to use funds which they had raised and were going to raise for this purpose, that they had to get special authority to enable them to use funds in that way and had to promote the Order. That gave the Railway Company no *locus standi* to object to the clause in the Order.

Argued for the Glasgow and South-Western Railway Company, *Objecting*—They were entitled to a *locus standi*. A private person could undoubtedly start motor cars, but not an incorporated tramway company. A railway company could not start a service of steamboats without going to Parliament to get authority to do so. In the same way the Tramway Company could not run a service of steamboats between Greenock and Helensburgh or any other place. It must go to Parliament and get special powers, because the company was simply a creature of Parliament, and its powers were limited. If this Tramway Company were at the present moment proposing to run steamboats between Greenock and Helensburgh or Dunoon, any person interested in the steamboat traffic would be allowed a *locus standi* against that application. There was no objection on behalf of the Railway Company against the Tramway Company substituting motor cars for their tramcars. Their objection was to the latter portion of clause 9, giving power to run motor cars in prolongation of any tramway route. That was equivalent to running a service of motor cars to any point they thought proper. The proposed power of running motor cars was competitive with the railway. Beyond that they had no objections to the clause, if it was limited to the district within which the company now had power to operate. They did not limit themselves to the carrying of parcels, but they were entitled under this clause to carry goods if they thought proper. There was nothing to prevent them carrying goods of any sort or description, and to any distance—to Glasgow or Largs. It was the wording of the clause which they objected to. If the clause was within narrower limits they would have no objections to the powers being granted. The Railway Company was entitled to be heard. Under their present Act of Parliament the Tramway Company were entitled to carry parcels of 56 lbs. weight. They did not object to the running of motor cars instead of tramway cars in Greenock, or within the area presently operated, but they objected to the Tramway Company taking power to run all over the country and carry goods of any weight.

The Commissioners were of opinion that the objectors were entitled to a *locus standi*.

On the question as to the limit of distance for the running of motor cars and the proposed parcel delivery by means of the motor cars, the report of the Commissioners was as follows:—"The main question raised at the inquiry was under clause 9 as to the use of omnibuses and motor cars by the Tramway Company. The Commissioners found that the proposal to run those vehicles was practically unlimited in point of distance, and at the instance of the Commissioners the promoters and opponents agreed upon a clause by which omnibuses and motor cars may be run by the Company within the three burghs—Gourock, Greenock, and Port-Glasgow, and within a distance of five miles from their boundaries (with a certain exception) in connection with the tramways. . . . The fixing of limits is, in the opinion of the Commissioners, necessary, and is according to precedent.

"At the inquiry the promoters put forward a proposal for a service of parcel vans, worked by electric power, as a feature of their scheme, and in connection therewith they desired to be certain that parcels of greater weight than 56 lbs. might be carried on such motors. The Gourock and Port-Glasgow Company's Act of 1887 has the usual limit of 56 lbs. for the weight of parcels to be carried on the tramways and that limit remains. The promoters' proposal of a parcel service run by a tramway company appears to the Commissioners to be novel, but if not objectionable on public grounds may be found convenient and useful. The greater size of parcel proposed to be carried on vehicles not run on the tramways (viz. 112 lbs. as fixed by the parties) would be of advantage."

Agent for the Promoters — W. E. Tyldesley Jones, Solicitor, London.

Agent for the Glasgow and South-Western Railway Company, *Objecting*—David Murray, Solicitor, Glasgow.

Counsel for the Corporation of Greenock, *Objecting*—M'Lennan. Agents—Cumming & Duff, S.S.C., and Colin Macculloch, Town-Clerk, Greenock.