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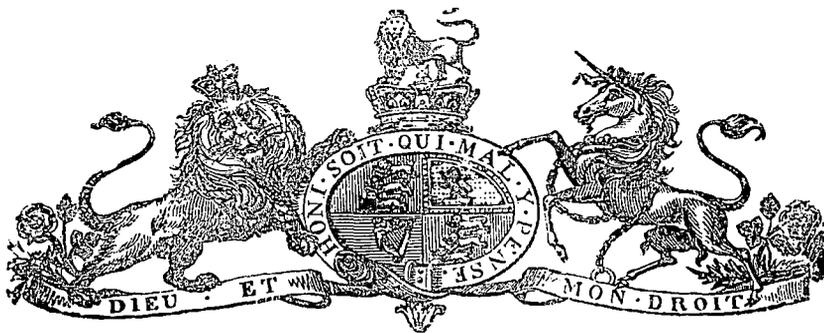
1885.

PARLIAMENT OF TASMANIA.

WYETT'S TRAMWAY:

REPORT FROM THE SELECT COMMITTEE, WITH MINUTES
OF PROCEEDINGS AND EVIDENCE.

Brought up by Mr. Coote, and ordered by the House of Assembly to be printed,
October 22, 1885.



SELECT COMMITTEE appointed, on the 27th August, to enquire into and report upon the Bill to authorise the construction and working of a Tramway or Railway from Beauty Point Jetty via Beaconsfield to Flowery Gully, in the District of Winkleigh.

MEMBERS OF THE COMMITTEE.

MR. MINISTER OF LANDS.
MR. BRADDON.
MR. ROOKE.

MR. LUCAS.
MR. GUESDON.
MR. COOTE (*Mover.*)

DAYS OF MEETING.

Wednesday, 2nd September. Tuesday, 15th September. Friday, 9th October. Wednesday, 14th October.
Thursday, 15th October. Friday, 16th October. Tuesday, 20th October. Thursday, 22nd October.

WITNESSES EXAMINED.

Mr. J. W. Wyett. Mr. Adye Douglas, jun.

MINUTES OF PROCEEDINGS.

WEDNESDAY, SEPTEMBER 2, 1885.

Present—Mr. Braddon, Mr. Coote, Mr. Minister of Lands.

Mr. Coote was voted to the Chair.

Ordered, That Mr. Wyett be informed that the Committee will receive his evidence in support of the Preamble of the Bill on Tuesday next at 11 o'clock.

The Committee adjourned till Tuesday, the 8th instant, at 11 o'clock.

TUESDAY, SEPTEMBER 8, 1885.

Present—Mr. Braddon, Mr. Minister of Lands, Mr. Coote (Chairman).

The Minutes of the last meeting were read and confirmed.

The Chairman laid a plan of the proposed Tramway upon the Table.

Mr. J. W. Wyett was called in and examined.

Mr. Wyett withdrew.

Mr. Adye Douglas, jun., was called in and examined.

Mr. Adye Douglas, jun., withdrew.

The Committee adjourned until Tuesday, the 15th instant, at 11 A.M.

TUESDAY, SEPTEMBER 15, 1885.

Present—Mr. Rooke, Mr. Minister of Lands, Mr. Coote (Chairman).

The Minutes of the last meeting were read and confirmed.

The Chairman laid upon the Table a petition from Mr. John Dally against the Bill, which had been presented to, received, and read by the House.

Resolved, That Counsel be heard in support of Mr. Dally's petition.

Mr. Dally's Counsel, Mr. James Young, was introduced, and addressed the Committee in support of Mr. Dally's petition that the proposed Bill do not pass into law.

Mr. Young withdrew.

Ordered, That a letter be addressed to Mr. Wyett, informing him that in the opinion of this Committee it would be desirable to take the Tramway round Mr. Dally's property, and asking him if he had any objection to that course being adopted.

Resolved, That if Mr. Wyett was willing to defray the expense, the Minister of Lands would give instructions to a competent Surveyor to make the necessary examination and to report to the Committee thereon.

The Committee adjourned until Friday, the 9th inst., at 11 A.M.

FRIDAY, OCTOBER 9, 1885.

The Committee met at 11:10 A.M.

Present—Mr. Rooke, Mr. Minister of Lands, Mr. Coote (Chairman).

The Minutes of last meeting were read and confirmed.

The Chairman reported that he had received a Report from the Surveyor sent by the Hon. the Minister of Lands to examine the proposed line of Tramway with a view of ascertaining the possibility of taking it round Mr. Dally's land.

The Chairman laid before the Committee a Petition from 36 residents in and around Beaconsfield, praying that the Bill be not passed into law.

Resolved, That the Committee having considered the report of the Surveyor, upon the request of Mr. Dally, preferred through his Counsel, for a deviation of the line, are of opinion that such deviation should not be imposed as a condition for the construction of the line.

The Petition against the Bill was read and considered.

Resolved, That the Committee find no sufficient grounds set forth in the Petition to warrant the prohibition of the construction of the Tramway,—the Bill containing ample provision for the safe conduct of ordinary road traffic.

Resolved, That the Committee recommend the insertion of a clause in the Bill giving power of inspection to the Government.

The Committee adjourned till Tuesday, the 13th inst., at 11 A.M.

WEDNESDAY, OCTOBER 14, 1885.

The Committee met at 12 o'clock.

Present—Mr. Braddon, Mr. Lucas, Mr. Coote (Chairman).

The Minutes of last meeting were read and confirmed.

The Draft Bill was considered by the Committee.

Preamble read and agreed to.

Clause 1 read, and amended by striking out all the words after "as" in line 13 to the end of "as" in line 14.

Clauses 2 to 6 read and agreed to.

Clause 7 read, and amended in line 6 by striking out the words "of Sections 18 to 27 inclusive;" in lines 7 and 8, by striking out the words "in accordance with the provisions of this Act;" in line 10, by striking out the word "business;" in line 11, by striking out the word "his," inserting "the" in lieu thereof, and by adding the words "of the said Tramway" to the end of the clause. Clause as amended agreed to.

Clause 8 read, and amended in line 14, by striking out the letter "s" in the word "persons." Clause as amended agreed to.

Clauses 9, 10, and 11 read and agreed to.

Clause 12 read, and amended, in line 35, by striking out the word "the;" in line 49, by striking out "reparation" and inserting "repair" in lieu thereof; in lines 50, 51, and 52, by striking out all the words after "repair" in line 50 to the end of "be" in line 52; in line 53, by inserting the words "of such land" after "occupier;" in lines 53 and 54, by striking out the words "of such land" and inserting "thereof" in lieu thereof.

Clause 13 read and postponed.

The Committee adjourned till Thursday, the 15th instant, at 11 A.M.

THURSDAY, OCTOBER 15, 1885.

The Committee met at 11 A.M.

Present—Mr. Minister of Lands, Mr. Lucas, Mr. Braddon, Mr. Coote (Chairman).

The Minutes of the last meeting were read and confirmed.

The consideration of the Draft Bill was resumed.

Clause 13 (resumed from 14th October), agreed to.

Clauses 14 and 15 read and agreed to.

Clause 16 read, amended in lines 16 and 17 by striking out the words "as far as possible," in lines 17 and 18 by striking out the words "impede, prevent, or interrupt any ordinary or rightful traffic upon," and by inserting the words "or impede, prevent, or interrupt any ordinary or rightful traffic thereon," in lieu of the words "so as not," and by inserting the word "or" before "to" in line 18.

Clause as amended agreed to.

Clause 17 struck out.

Clauses 18 and 19 read and agreed to.

Clause 20 read and amended, in line 55 by striking out the word "Three" and inserting "One" in lieu thereof, and in line 60 by striking out all the words after "cease" to the end of the clause.

Clause as amended agreed to.

Clause 21 read, and amended, in line 63 by striking out "to;" in line 4, p. 4, by striking out the words "or loading or unloading goods," and in line 5 by striking out "and in such case."

Clause as amended agreed to.

Clause 22 read, and amended in line 11 by striking out the words "to do so," and inserting "such work" in lieu thereof; in line 20 by striking out the word "to," and by inserting the words "may be incurred by" after "which;" in line 21 by striking out the word "put;" in line 29 by inserting the following words: "Provided that where such alteration shall be deemed by the Promoter to be detrimental to the working of the Tramway, such alteration shall not be carried out without the approval of the Engineer-in-Chief;" in line 38 by inserting the words "The cost of such superintendence shall be defrayed by the promoter."

Clause as amended agreed to.

Clause 23 read, and amended in line 45 by striking out the words "at the most;" in line 46 by inserting the words "shall extend such time by written consent" after "thereof;" by striking out the words "otherwise consent;" by striking out the word "the" and inserting "such" in lieu thereof, and by striking out "on;" lines 47 and 48 struck out; line 49 struck out to the end of the word "surface;" line 56, by striking out "bear or" and "repair" and by inserting "maintenance" in lieu of the latter word; line 57, by striking out "increased" and inserting "incurred" in lieu thereof, and striking out "the" and inserting "such" in lieu thereof; line 61, by striking out "in any respect," by inserting "any of" after "with," and by striking out "the present" and inserting "this."

Clause as amended agreed to.

Clause 24 read, and amended in line 71 by striking out "it" and inserting "him" in lieu thereof; in line 1, page 5, by striking out all the words after "repair" and inserting "than that in which other parts of such road are kept by;" in line 3 by striking out all the words to the end of "by," by inserting "than such road was in at the" after the word "or," and by striking out the words "as such road was in at the;" in line 9 by striking out the words "or any part of the same and take up any," and inserting "and break up any portion of the said" in lieu thereof; in line 10 by transposing "he shall" and "within the said limits;" line 11 by striking out the words "at most;" line 12 by striking out the words "otherwise consent in writing;" and inserting "who shall extend such time by written consent" in lieu thereof.

Clause as amended agreed to.

The Committee adjourned till Friday, the 16th inst., at 11 A.M.

FRIDAY, OCTOBER 16, 1885.

The Committee met at 11 A.M.

Present - Mr. Braddon, Mr. Lucas, Mr. Coote (Chairman).

The Minutes of the last meeting were read and confirmed.

The revision of the Bill was proceeded with.

Clause 25 read, and amended in line 28 by striking out the words "of the roadway."

Clause as amended agreed to.

Clause 26 read, and amended in line 41 by striking out the words "disapproval or other directions;" in line 43 by inserting the words "Provided, nevertheless, that in the event of such authority or persons signifying their disapproval (in writing within such time) the matter in question shall be referred to the Engineer-in-Chief or such person as he may appoint" after "persons;" in line 52 by striking out the final "s" in the word "costs" and the words "charges or expenses."

Clause as amended agreed to.

Clause 27 read, and amended in line 59 by inserting the words "or culverts" after the word "pipes;" in lines 1 and 2, page 6, by striking out all the words after "thereby" to the end of "aforesaid;" in line 16 by striking out the word "not;" in lines 17 and 18 by striking out all the words after "Tramway" to the end of "superintendence;" in line 19 by striking out the words "of the work or" and inserting "and shall not" in lieu thereof; in line 20 by striking out "the" and inserting "its" in lieu thereof; in lines 21 and 22 by striking out "to the reasonable satisfaction of the Promoter" and inserting "in such manner as not to injure the said Tramway" in lieu thereof.

Clause as amended agreed to.

Clause 28 read and amended in line 25 by striking out the word "allow," and inserting the words "permit the public the use of" in lieu thereof; in line 26 by striking out the word "each."

Clause 28 as amended agreed to.

Clauses 29 and 30 read and agreed to.

Clause 31 read and amended in line 43 by inserting the word "present" after "the."

Clause as amended agreed to.

Clause 32 read and agreed to.

Clause 33 read and amended in line 3, page 7, by striking out the word "Four" and inserting "Six" in lieu thereof.

Clauses 34 and 35 read and agreed to.

Clause 36 read and amended in line 29 by adding the words "in his business as proprietor of the said Tramway;" in line 32 by adding the words "in respect of the said Tramway."

Clause as amended agreed to.

Clause 37 read and amended in line 35 by inserting the words "on conviction" after the word "shall;" in lines 36 and 37 by striking out all the words after "pounds," in line 36, to the end of "offence," in line 37, and by striking out the words "if the" and inserting "in the event of any" in lieu thereof; in lines 38 and 39 by striking out the words "be attended with danger or annoyance to the public, or hindrance to" and inserting the words "being calculated to endanger or annoy the public, or hinder" in lieu thereof; in line 41 by striking out the words "interfere to;" in line 42 by striking out the words "penalty incurred by the" and inserting "prosecution of the said" in lieu thereof.

Clause as amended agreed to.

Clause 38 read and amended in line 46 by striking out the word "may" and inserting "shall" in lieu thereof; in line 48 by striking out the word "of."

Clause as amended agreed to.

The Committee adjourned till Tuesday, the 20th instant, at 11 A.M.

TUESDAY, OCTOBER 20, 1885.

Present—Mr. Lucas, Mr. Braddon, Mr. Coote (Chairman).

The Minutes of the last meeting were read and confirmed.

Clause 39 read and agreed to.

Clause 40 read and amended in line 62 by inserting "and in all daily newspapers published in Launceston and Hobart," and by adding the following proviso—"Provided also that the copy of By-laws affixed as aforesaid shall be corrected accordingly."

Clause as amended agreed to.

Clause 41 read and amended in line 4 by striking out the words "and for all purposes."

Clause as amended agreed to.

Clauses 42 and 43 read and agreed to.

Clause 44 read and amended in lines 41 and 42 by striking out the words "if this Act had not been passed."

Clause as amended agreed to.

Clauses 45 to 54 read and agreed to.

Clause 55 read and amended in line 24 by striking out the word "respective."

Clause as amended agreed to.

Clauses 56, 57, and 58 read and agreed to.

Clause 59 read and amended in line 40 by striking out the word "if."

Clause as amended agreed to.

Clause 60 read and amended in line 45 by inserting "arbitrators, or," after "the."

Clause as amended agreed to.

Clause 61 read and amended in line 50 by striking out the words "irregularity or."

Clause as amended agreed to.

Clauses 62 and 63 read and agreed to.

Clause 64 read and amended in line 60 by inserting the words "save in manner provided by Section 21 of this Act" after the word "time."

Clause as amended agreed to.

Clause 65 read and agreed to.

Clause 66 read and amended in line 10 by striking out the word "Ten" and inserting "Five" in lieu thereof.

Clause 67 read and amended in line 21 by striking out the words "before such Justice" and "forfeit and pay;" in line 23 by striking out the word "else;" in line 24 by striking out "Two" and inserting "One" in lieu thereof.

Clause as amended agreed to.

Clause 68 read and amended in line 29 by striking out the words "life or limb" and inserting the word "safety" in lieu thereof; in line 30 by striking out the words "injured or;" in lines 35 and 36 by striking out the words "before such Justice," and "without information in writing," and by inserting the words "pay any sum not exceeding Ten pounds, or to," after the word "to" in line 36; in line 37 by striking out the words "else shall forfeit and pay any sum not exceeding Ten pounds."

Clause as amended agreed to.

Clause 69 read and amended in line 47 by inserting the word "aver" after "and;" in line 52 by striking out the words "as aforesaid."

Clause as amended agreed to.

Clause 70 read and agreed to.

Clause 71 read and amended by inserting the words "matters relating to" after "all" in line 57.

Clause as amended agreed to.

Clauses 72 and 73 read and agreed to.

Clause 74 read and amended in line 7 by inserting the words "in regard to such construction" after "persons," and by striking out the words "or as to any matter or thing whatsoever;" in line 11 by striking out the words "as aforesaid of," and by substituting the words "as aforesaid" for "hereby authorised to be made."

Clause 75 read and amended in line 13 by inserting the words "by virtue of the Act" after the word "acquire."

Clause as amended agreed to.

Clause 76 read and agreed to.

Clause 2 (re-considered) amended in line 30 by inserting the words "Main Road Board" after "authority."

Clause as amended agreed to.

Clause 26 (re-considered) amended by striking out the proviso previously inserted and inserting the following words in lieu thereof after the word "person" in line 26—"but in such case the promoter shall execute the work in respect of which he shall have given notice as aforesaid in the most approved manner, to the satisfaction of the local authority, and so as not to interfere with the public use of the said sewers and works."

Clause as amended agreed to.

The following new Clause, 27, was agreed to and inserted :—" If any difference or dispute arise between the promoter, on the one hand, and any persons to whom any sewer, drain, tube, wires, or apparatus for telegraphic or other purposes may belong, or any other persons, on the other hand, with respect to any interference or control exercised or claimed to be exercised by such persons, or on their behalf, or by the promoters by virtue of this Act in relation to any Tramway or work, or in relation to any work or proceeding of such persons, or with respect to the propriety of or the mode of execution of any work relating to any tramway, or with respect to the amount of any compensation to be made by or to the company, or on the question whether any work is such as ought reasonably to satisfy the local authority or persons concerned, or with respect to any other subject or thing regulated by or comprised in this Act, the matter in difference shall be settled by an engineer or other fit person nominated as referee by the Minister of Lands and Works on the application of either party; and the expenses of the reference shall be borne and paid as the referee directs."

Clause 28 reconsidered and amended in line 27 by striking out the words "Trustees of the Road District or."

Clause as amended agreed to.

The Committee adjourned till Thursday, the 22nd instant, at 11 A.M.

THURSDAY, OCTOBER 22, 1885.

The Committee met at 11 A.M.

Present—Mr. Braddon, Mr. Lucas, Mr. Coote (Chairman.)

The Minutes of last meeting were read and confirmed.

The following new Clause, 75, was read, agreed to, and inserted :—" The Promoters shall be answerable for all accidents, damages, and injuries happening through their default, or the default of any person in their employment, by reason or in consequence of the defective condition of any of the works or carriages, and shall save harmless all local authorities and persons, collectively and individually, and their officers and servants, from all damages and costs in respect of such accidents, damages, or injuries; and it shall be lawful for the Engineer-in-Chief, by notice in writing, to require the Promoters to remedy any defects in the construction of the tramway or works, or the condition thereof, which in the opinion of the Engineer-in-Chief would be likely to cause any such accidents, damages, or injuries to any person as aforesaid: Provided also, that it shall be lawful for the Engineer-in-Chief to appoint any fit and proper person to report on the state of the said works on his behalf."

The Draft Report was prepared and adopted.

The Committee adjourned *sine die*.

R E P O R T.

Your Committee having considered Mr. Dally's Petition against the construction of the proposed work (Wyett's Tramway), and heard Counsel in support thereof, have the honor to report that the said Preamble has been proved to their satisfaction.

Mr. Dally's allegations in the aforesaid Petition are as follows :—(1) That the proposed Tramway will pass over his land and injuriously affect the working of his lime quarry; (2) That the said Tramway can be constructed along another route than that proposed; (3) That the said Tramway will not benefit the outlying districts of Winkleigh and the Silver Mines; and (4) That this Tramway would create direct competition between the tenants of Mr. Douglas and the Petitioner.

Your Committee appointed an independent Engineer, Mr. L. Theo. Eddie, to report upon allegations 1 and 2, and his report is to the effect—(1) That the proposed Tramway will not injure Mr. Dally as alleged; and (2) That no other route is practicable, inasmuch as that the alternative line would involve sharp curves and severe grades that would impair the efficiency of the line.

As regards the 3rd allegation, your Committee find that the Tramway is, in its incomplete form, working with considerable advantage, and that there is therefore reason to believe that it will be a useful work if the full design of the Promoter be carried out.

The fourth objection of Mr. Dally, if it had any force, would be strengthened by a petition presented by certain carters against the construction of this tramway. But your Committee cannot but consider it desirable to encourage competition which, if it injure a few monopolists, must necessarily benefit the community generally.

Your Committee having agreed that the Preamble should stand part of the Bill, then entered upon the consideration of its several clauses.

Your Committee recommend the following Amendments:—

1. That Clause 17 be struck out. This clause empowers the Promoter to acquire land by contract in addition to the lands authorised to be compulsorily taken, and is unnecessary, inasmuch as the Promoter has this right without special provision for the same.
2. That the term fixed for the completion of the Tramway be one year instead of three, Clause 20.
3. That the following proviso be added to Sub-section (5) Clause 22:—" Provided that where such alteration shall be deemed by the Promoter to be detrimental to the working of the Tramway, such alteration shall not be carried out without the approval of the Engineer-in-Chief;" and the following words added to Sub-section (6) of Clause 22:—" The cost of such superintendence shall be defrayed by the Promoter."
4. After Clause 26, that the following clause be inserted to meet cases of difference arising between the Promoter and local authority:—

" If any difference or dispute arise between the Promoter, on the one hand, and any persons to whom any sewer, drain, tube, wires, or apparatus for telegraphic or other purposes may belong, or any other persons, on the other hand, with respect to any interference or control exercised or claimed to be exercised by such persons or on their behalf, or by the Promoter, by virtue of this Act, in relation to any tramway or work, or in relation to any work or proceeding of such persons, or with respect to the propriety of or the mode of execution of any work relating to any tramway, or with respect to the amount of any compensation to be made by or to the Company, or on the question whether any work is such as ought reasonably to satisfy the local authority or persons concerned, or with respect to any other subject or thing regulated by or comprised in this Act, the matter in difference shall be settled by an engineer or other fit person nominated as referee by the Minister of Lands and Works on the application of either party; and the expenses of the reference shall be borne and paid as the referee directs."
5. In Clause 33, that the rate of speed of a train passing any road crossing outside Beaconsfield and Ilfracombe be increased from 4 to 6 miles per hour.
6. In Clause 40, that provision be inserted for advertising repeal of by-laws in newspapers, and also for correction of copies of by-laws affixed as prescribed by Clause 39.
7. In Clause 66, that penalty be reduced from £10 to £5.
8. That a new clause be inserted after Clause 74, whereby the Promoters shall be made responsible for damages caused by defective construction, &c., as follows:—

"The Promoter shall be answerable for all accidents, damages, and injuries happening through his default, or through the default of any person in his employment, by reason or in consequence of the defective condition of any of the works or carriages, and shall save harmless all local authorities and persons collectively and individually, and their officers and servants, from all damages and costs in respect of such accidents, damages, and injuries; and it shall be lawful for the Engineer-in-Chief, by notice in writing, to require the Promoter to remedy any defects in the construction of the Tramway or works, or the condition thereof, which, in the opinion of the Engineer-in-Chief, would be likely to cause any such accidents, damages, or injuries to happen to any person as aforesaid: Provided also, that it shall be lawful for the Engineer-in-Chief to appoint any fit and proper person to report on the state of the said works on his behalf."

Your Committee have recommended several verbal amendments, which do not affect the principles of this Bill, and would now commend this measure to the favourable consideration of your Honorable House.

AUDLEY COOTE, *Chairman.*

Committee Room, 22nd October, 1885.

EVIDENCE.

TUESDAY, SEPTEMBER 8, 1885.

MR. JOHN WILLIAM WYETT *examined.*

1. *By the Chairman.*—Your name? John William Wyett.
2. You are the John William Wyett referred to in this Bill? I am.
3. Do you propose to work this Tramway with horses or with a locomotive? With a locomotive, which is running at the present time.
4. Are the rails of iron or of wood? There are two miles of iron rails and one mile of wooden rails I intend in time to use iron rails entirely; but it is, of course, a question of means.
5. What is the gauge of the Tramway? Three feet.
6. How many men have you employed on the Tramway at present? Four, but more will be put on as they are required.
7. Who laid the line out? Mr. Sorell. I lay a copy of plan prepared by him before the Committee. The copy is certified to as correct.
8. Can you go straight alongside of the hill as represented in this plan? I can.
9. What are the gradients on this line? 1 in 40 is the worst, but I intend to improve it, if possible, to 1 in 50.
10. Please point out on the plan the ground of Mr. John Dally, the objector to the formation of this Tramway? Witness complied.
11. Do you know the grounds for Mr. Dally's objections? He does not give them; but he stated some 12 months ago that if I would give him a bond not to carry any other lime but his on the Tramway, and £200 as well, he would not object to the formation of the line. I do not lay down this line for the lime trade alone; my principal object in doing so is that I intend going in for large contracts to supply the claims with firewood and mining timber. I lay this line with the concurrence of the claimholders, and it runs through their land. The inhabitants of Winkleigh, Flowery Gully, Frankford, and the Silver Mines are all thoroughly in favour of the tram, as it will afford them the means of getting their produce to market.
12. Have you heard of any other objector besides Mr. Dally? I have not.
13. *By Mr. Cooté.*—How can the establishment of this Tramway injure Mr. Dally? Except by doing away with his monopoly of the lime trade, it can only do him good.
14. What arrangements have you made about tolls? The Bill provides for the approval of a Schedule of Tolls by the Governor in Council.
15. You have already spent a good deal of money on this line? I have spent about £1500 on the line to Beauty Point; that does not include rolling stock, which would be about £800 more. The line is in good working order.
16. Have you no blackwood or other timber to bring out from Flowery Gully? Yes, there is a large bed of blackwood just beyond my terminus, also large quantities of splitting timber.
17. Is the land through which the line passes of any value? When you have passed the locality called the "Gorge" the land begins to improve, and is nearly all Government land.
18. *By the Minister of Lands.*—I notice in Clauses 31 and 32 of the Bill that you are to be compelled to fence any land taken for your Tramway, should the owner or occupier wish you to do so: have you already fenced any of the land through which the line runs? I have not.
19. Have you received any intimation relative to the fencing from private owners and occupiers of the land through which your Tramway runs? None whatever.
20. Then you have not taken the fencing into your calculations as to the cost of the work? I have not, as I think fencing will be quite unnecessary. The land through which the Tram runs is all uncultivated, and the greatest speed which we will run will be eight miles an hour. If I was compelled to fence the line at present I should abandon the undertaking. I think the fencing clause should be modified so that were owners of adjoining land to claim that the land be fenced the question shall be referred for the decision of the Minister of Lands or the Governor in Council. There would not be the slightest danger in running through the streets of Beaconsfield, as I can stop my engine in four feet. The speed would be little more than two miles an hour, and I would keep a whistle sounding all the time.
21. *By Mr. Minister of Lands.*—Has your attention been called to the provisions of Clause 70,—“Use of Tramway by Vehicles?” It has, but I do not think it matters much, as no one could use it without my consent. Carts cross my line now, and do it no injury,—in fact, I make crossings for them. I should most certainly object to the line being used from end to end as a cart-road.
22. Regarding Clause 74,—that clause provides that all work performed when this Act becomes law shall be considered as having complied with all the provisions of this Act—does it not? It does; the Government have given me leave to construct the Tramway, and this provision is only to hold me harmless for past work.

23. *By Mr. Lucas.*—What position will you be in when these leases terminate? At the mercy of the present holders of the land, except in as far as I have power to lift the rails. I may mention that the leases are not yet completed,—I have only a written agreement.

24. Are these leases at a nominal rental? At a nominal rental of 1s. per annum for three years, of which I have $2\frac{1}{2}$ to run; after that I am to pay £10 per annum to each of the three proprietors.

25. Do you think that this Act will invalidate these leases? I do not think the owners of the leases will be prejudicially affected by this Bill, as they were the persons who drafted it.

26. *By the Minister of Lands.*—I do not see any provision in the Bill to enable the Engineer from time to time to inspect the Tramway and report thereon to the Government? There is no such provision.

ADYE DOUGLAS, JUN., *examined.*

27. *By the Chairman.*—Can you give us any information as to the injury the establishment of this Tramway will inflict on Mr. Dally? The part of Mr. Dally's land through which the Tram passes is on the side of a hill,—steep, barren, and quite useless for any other purpose than that of lime-burning. I think Mr. Dally is obstructing the Tramway on account of the injury it will do to his monopoly of the lime trade, as the existence of the Tram will develop a lime trade at Flowery Gully.

28. Are there any other objectors? Only persons engaged in carting, who, like Mr. Dally, object to any competition in their particular line of business.

29. Has Mr. Dally been offered any compensation for the Tramway passing through his land? As a matter of fact, I cannot say. I was deputed to treat with him on the subject, but his demands were so unreasonable I did nothing in the matter.

30. *By the Minister of Lands.*—Do you consider it necessary as a preventive against danger to life to fence any portion of this Tramway? I think that the portion of the line which passes through Beaconsfield might be fenced, but it would entirely depend on the speed at which the locomotive went.

31. If the line be not fenced, would you think it advisable that a regulation should be introduced into the Bill regulating the speed at which the locomotive should run? I would.

32. With a restriction as to speed, would you think it necessary to fence the line? I would not; and as far as fencing through Beaconsfield is concerned, I think the fence would be a greater obstruction than the Tram.

33. *By Mr. Lucas.*—What will be the effect of continuing this Tramway? It will give birth to a large timber trade, and also open a considerable extent of waste lands.

34. *By Mr. Bradton.*—Will it be an accommodation to the mining interest in supplying the claims with firewood and mining timber? It will.