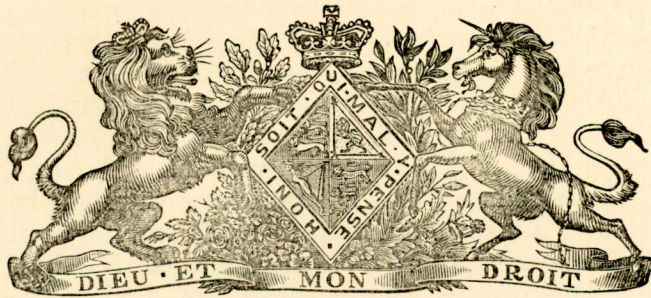


*This PRIVATE BILL originated in the LEGISLATIVE COUNCIL, and, having this day passed, is now ready for presentation to the LEGISLATIVE ASSEMBLY for its concurrence.*

*Legislative Council Chamber,  
Sydney, 27th May, 1896. }*

JOHN J. CALVERT,  
*Clerk of the Parliaments.*

## New South Wales.



ANNO QUINQUAGESIMO NONO

## VICTORIÆ REGINÆ.

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An Act to authorise the construction, maintenance, and control by the Emu Gravel and Road-metal Company (Limited) of a tramway from the property known as the Prospect Quarries to the Toongabbie Railway Station, and connecting with the Great Western Railway, and to carry passengers and goods thereon.

**W**HEREAS the Emu Gravel and Road-metal Company (Limited) Preamble. is desirous of constructing a tramway from the property known as the Prospect Quarries to the Toongabbie Railway Station on the Great Western Railway, from and to the points and by the directions  
5 mentioned and described in the Schedule to this Act, and to effect a junction or siding with the said railway at or near the said station, and for other the purposes and with the powers hereinafter mentioned: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative  
10 Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. It shall be lawful for the said company or its assigns, upon the terms and conditions and subject to the provisions in this Act contained, to lay down, construct, maintain, and control a tramway from  
15 the property known as the Prospect Quarries to the Toongabbie Railway Station by the route and in the directions respectively mentioned  
Authority to construct tramway.

*Emu Gravel and Road-metal Company's Tramway.*

and described in the Schedule to this Act (which tramway is hereinafter referred to as the said Tramway), and with the consent of the Railway Commissioners of New South Wales to effect a junction or connection with a goods-siding at or near the Toongabbie Station in the same manner as if such siding was a railway made under the provisions of the Public Works Act of 1888, and subject to the terms, conditions, and restrictions enacted in that Act, and also subject to the provisions contained in the agreement for lease of the said quarries from the Board of Water Supply and Sewerage to the said company, and of any lease made or executed in pursuance thereof, with power to make such points and loops along the line of tramway as shall be considered necessary for the working of the said tramway, and to use so much of the roads and take up and use so much of the land referred to in the said Schedule as shall be required for the purposes of the said tramway, but so that the same shall not occupy in any part thereof (except where there shall be a loop or junction) a greater space in breadth than nine feet including the support and foundations thereof, provided that the company shall not have the right to effect the said junction or connection with the said siding until the company has laid before the said Commissioners plans and specifications of the proposed method of effecting the said junction or connection and obtain their approval thereof: Provided also that the said tramway shall be constructed and maintained in a proper and workmanlike manner, and in all respects to the satisfaction and approval of the Engineer-in-Chief for Railway Construction and of the Engineer-in-Chief for Public Works, and shall be completely constructed and brought into use within two years from the commencement of this Act, or within such extended time as the Governor with the advice of the Executive Council may approve of.

2. The tramway and the material thereof shall not cease to be the property of the said company or its assigns by reason of the same being laid as in this Act mentioned.

Tramway to remain property of the company and its assigns.

3. The said company and its assigns and all persons acting under its or their authority shall have all necessary rights of entry, way, ingress and egress to and over the surface of the said roads and lands referred to in the said Schedule as are required for the construction, repair, completion, and use of the said tramway: Provided that there shall be no interference with ordinary traffic beyond what is reasonable and necessary for such purposes: And provided further that nothing herein contained shall impair or be held to impair the lawful authority of any municipal authority, or other corporation, company, or person lawfully authorised in that behalf to make all entries and exercise all other powers necessary for the construction, maintenance, and preservation of gas-works, water-works, sewerage-works, and other works lawfully constructed underground, but so that such entries and other powers and such works, as last aforesaid, shall be so exercised and constructed, maintained and preserved in such manner as not to injure or interfere with the said tramway or the working and use thereof.

Entry upon roads, &c.

4. The said company or its assigns shall not be at liberty to enter upon, break up or erect works upon any streets within any municipality without ten days' previous notice in writing to such municipality; and when the said company or its assigns shall open or break up the road or pavement of any street, or any sewer, drain, or tunnel, they shall with all convenient speed complete the work for which the same shall be broken up, and fill in the ground and reinstate and make good the said road or pavement, sewer, drain, or tunnel so opened or broken up, and carry away the rubbish occasioned thereby. And the said company and its assigns whilst any such road, pavement, sewer, drain, or tunnel shall be so open or broken up, shall cause the same

Reinstatement of streets, &c.

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same to be fenced and guarded, and shall cause lights, sufficient for the warning of passengers, to be set up and maintained against or near such road, pavement, sewer, drain, or tunnel where the same shall be so opened or broken up for every night during which the same shall  
 5 continue open or broken up. If the said company or its assigns open or break up any road, pavement, sewer, drain, or tunnel without giving such notice as aforesaid, or if they make any delay in completing any such work or in filling in the ground or reinstating and making good the road or pavement, sewer, drain, or tunnel so opened or broken up,  
 10 or in carrying away the rubbish occasioned by the work, or if the said company or its assigns neglect to cause the place where such road or pavement, sewer, drain, or tunnel has been broken up, to be fenced, guarded, and lighted, the said company or its assigns shall incur a penalty not exceeding fifty pounds for every such offence, and the said  
 15 company or its assigns shall incur an additional penalty of five pounds for each day during which any such delay as aforesaid shall continue.

Penalty for delay, &c., in reinstating streets, &c.

5. The gauge of the said tramway shall be the same gauge as  
 that of the Government railways. Gauge.

6. The said tramway shall, throughout so much of its course  
 20 as lies within the borough of Prospect and Sherwood, be laid at about the general level of the roads traversed by it, and so that the rails shall not project above the surface thereof, and that such rails, where they traverse the Main Western Road, shall be grooved rails or flat-bottomed rails of ordinary construction, with guard rails fixed on the  
 25 inside of the track; and the said company and its assigns shall maintain in good order and repair the said tramway, and, where the said tramway traverses public thoroughfares, shall maintain perfect and keep in order and repair the said thoroughfares between the rails of the said tramway and for the space of one foot six inches on each  
 30 side of the said rails.

Levels of lines.

7. Throughout such part of the said tramway as traverses  
 the Great Western Road mentioned in the said Schedule, and lies outside the borough of Prospect and Sherwood, the said company or its assigns shall not be bound to lay the said tramway at the general  
 35 level of the said road, or so that the rails shall not project above the level of the said road: Provided that the said company and its assigns shall depart from such level as little as may be, and whenever such level is departed from shall cause the altered level to be adopted or extended throughout the whole width of the  
 40 said road, and shall restore the condition of the said road where the levels shall be altered to the like state and condition as they shall have been in before such alteration of the levels.

Level of line on Western Road.

8. The said company and its assigns shall make and at all times  
 thereafter maintain the following works for the safety of the public  
 45 and the accommodation of the owners and occupiers of lands adjoining the said tramway, that is to say—

Works for benefit of owners.

Such and so many convenient gates, bridges, arches, culverts, and  
 passages over, under, or by the sides of or leading to or from  
 50 the said tramway as shall be necessary for the purpose of making good any interruptions caused by the said tramway to the use of the lands through which the said tramway shall be made; and such works shall be made forthwith after the part of the said tramway passing over such lands shall have been laid out or formed, or during the formation thereof.

Gates, bridges, &c.

55 Also sufficient posts, rails, hedges, ditches, mounds, or other fences  
 for separating the land taken for the use of the said tramway from the adjoining lands not taken, and protecting such lands from trespass, or the horses or cattle of the owners or occupiers thereof from straying thereout by reason of the  
 said

Fences.

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- said tramway, together with all necessary gates made to open towards such adjoining lands and not towards the said tramway, and all necessary styles; and such posts, rails, and other fences shall be made forthwith after the taking of any such lands, if the owners thereof shall so require, and the said other works as soon as conveniently may be.
- 5 Also all necessary arches, tunnels, culverts, drains, or other passages either over or under or by the sides of the said tramway, of such dimensions as will be sufficient at all times to convey the water as clearly from the lands lying near or affected by the said tramway as before the making of the said tramway, or as nearly so as may be, and such works shall be made from time to time as the said tramway works proceed:
- 10
- 15 Provided always that the said company or its assigns shall not be required to make such accommodation works in such a manner as would prevent or obstruct the working or using of the said tramway, nor to make any accommodation works with respect to which the owners and occupiers of the land shall have agreed to receive and
- 20 shall have been paid compensation instead of the making them.
- If any person omit to shut and fasten any gate set up at either side of the said tramway for the accommodation of the owners or occupiers of the adjoining lands, so soon as he and the carriages, cattle, or other animals under his care have passed through the same, he shall forfeit for every such offence any sum not exceeding ten pounds.
- 25
9. The said company or its assigns shall immediately repair any damage which may during or by reason of the construction of the said tramway be occasioned to any sewer or drain or gas or water main or other property.
- 30
10. The said tramway shall be open to public use upon payment of the tolls or charges following, that is to say—
- Tramway to be open to public.
- For passengers a sum not exceeding twopence per head per mile or fraction thereof.
- For goods not exceeding the same minimum rates as are charged on the Government railways for equal distances:
- 35
- Provided always that such tolls or charges may from time to time be increased with the approval of the said Commissioners.
11. It shall be lawful for the said company and its assigns to use and employ locomotive engines, horses, or other moving power, and carriages, trucks, cars, and waggons to be drawn or propelled thereby, and to make such stoppages and detention at either terminus of the said tramway or along the line thereof, and for such times as shall be considered necessary for the convenient and effectual working, using, and management of the said tramway, and to carry and convey upon the said tramway passengers and goods, and to charge the tolls and charges in respect thereof as above specified: Provided that all rolling stock before and during use shall be subject to the approval of the said Commissioners, and be at all times open to their inspection, such right of disapproval to be exercised reasonably, and such approval not to be unreasonably or capriciously withheld: Provided also, that the working of the said tramway shall be in conjunction with the working of the Government railways, and to the approval of the said Commissioners.
- 40
- 45
- 50
12. The tolls and charges shall be paid to such persons and at such places upon or near to the tramway, and in such manner and under such regulations as the said company or its assigns shall appoint.
- 55
13. The said company and its assigns shall be responsible for all injuries caused by the negligent or improper construction, maintenance, or working of the said tramway, and all claims in respect of such
- Drains.
- Penalty on person omitting to fasten gates.
- Repair of damage to sewers, &c.
- Locomotives to be employed.
- Tolls to be paid as directed.
- Company to be responsible for damage.

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such negligence and improper conduct may be enforced against the said company and its assigns: Provided that the damages which may be recovered against the said company and its assigns, in respect of any such claim, shall, in addition to all other remedies for their  
 5 recovery, be a first charge upon the tolls, fares, or charges charged for the carriage of passengers on the said tramway, and upon all property used in and upon and necessary for the working of the said tramway.

14. In case of accidents or slips happening or being apprehended to the cuttings, embankments, or other works of the said  
 10 tramway, it shall be lawful for the said company and its assigns and its workmen and servants to enter upon the lands adjoining thereto at any time whatsoever for the purpose of repairing or preventing such accidents, and to do such works as may be necessary for the purpose; but in every such case the said company and its assigns shall, within  
 15 fourteen days after such entry, make a report to the Secretary for Public Works, specifying the nature of such accident or apprehended accident and of the works necessary to be done, and such powers shall cease and determine if the said Secretary shall, after considering the said report, certify that their exercise is not necessary for the public  
 20 safety: Provided also that such works shall be as little injurious to the said adjoining lands as the nature of the accident or apprehended accident will admit of, and shall be executed with all possible despatch, and full compensation shall be made to the owners and occupiers of such lands for the loss or injury or inconvenience sustained by them  
 25 respectively by reason of such works, the amount of which compensation, in case of any dispute about the same, shall be settled by arbitrators in the manner hereinafter mentioned.

15. If within sixty days of the passing of this Act the said  
 30 persons through whose land the tramway shall pass, or any of them, and the said company or its assigns shall not agree to the amount of compensation to be paid by it or them for the said lands belonging to the said parties or any of them, or for any damage that may be sustained by them or him, by reason of the execution of the works, or if any other question as to compensation shall arise under this Act, the  
 35 amount of such compensation shall be settled by arbitrators in manner hereinafter mentioned (that is to say), unless both parties concur in the appointment of a single arbitrator, each party on the request of the other shall nominate and appoint an arbitrator to whom such dispute or other matter shall be referred; and any appointment  
 40 of an arbitrator shall be under the hand and seal of such person or persons respectively; and such appointment shall be delivered to the arbitrator or arbitrators, and shall be deemed a submission to arbitration on the part of the party by whom the same shall be made; and after any such appointment shall have been made, neither party shall  
 45 have power to revoke the same without the consent of the other, nor shall the death of either party operate as a revocation; and if for the space of fourteen days after such dispute or other matter shall have arisen, and after a request in writing shall have been served by the one party on the other party to appoint an arbitrator such last mentioned  
 50 party shall fail to appoint such arbitrator, then upon such failure it shall be lawful for the Attorney-General for the time being of the said Colony on the application of the party who has himself appointed an arbitrator to appoint such arbitrator to act on behalf of both parties, and such arbitrator may proceed to hear and determine the matters  
 55 which shall be in dispute, and in such case the award or determination of such single arbitrator shall be final and conclusive: Provided that the said company shall compensate owners for all lands taken at such price as may be agreed upon or awarded by the arbitrators, together with interest at the rate of six pounds per centum per annum from  
 60 date of resumption.

Compensation to be settled by arbitration.

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16. If, before the matter so referred shall be determined, any arbitrator appointed by either party shall die, or become incapable or refuse, or for fourteen days neglect to act as arbitrator, the party by whom such arbitrator was appointed may nominate and appoint in writing some other person to act in his place, and if for the space of seven days after notice in writing from the other party for that purpose he fail to do so, the remaining or other arbitrator may proceed alone; and every arbitrator so to be substituted as aforesaid shall have the same powers and authorities as were vested in the former arbitrator at the time of such his death, refusal, neglect, or disability as aforesaid.

Proceedings in case of disability of arbitrator.

17. Where more than one arbitrator shall have been appointed such arbitrators shall, before they enter upon the matters referred to them, nominate and appoint in writing under their hands an umpire to decide any matters on which they shall differ, or which shall be referred to them under the provisions of this Act, and if such umpire shall die, or refuse, or for seven days neglect to act after being called upon so to do, the arbitrators, or either of them, shall forthwith after such death, refusal, or neglect appoint another umpire in his place, and the decision of every such umpire upon the matters so referred to him shall be final.

Appointment of umpire.

18. If in either of the cases aforesaid the arbitrators shall refuse, or for seven days after request of either party to such arbitrators, neglect to appoint an umpire, it shall be lawful for the Attorney-General for the time being, on the application of either party to such arbitration, to appoint an umpire; and the decision of such umpire on the matters on which the arbitrators differ or which shall be referred to him under this Act shall be final.

Neglect to appoint umpire.

19. If when a single arbitrator shall have been appointed, such arbitrator shall die, or become incapable, or shall refuse, or for fourteen days neglect to act before he shall have made his award, the matters referred to him shall be determined by arbitration under the provisions of this Act in the same manner as if such arbitrator had not been appointed.

In case of disability of single arbitrator.

20. If when more than one arbitrator shall have been appointed, and when neither of them shall die, become incapable, refuse, or neglect to act as aforesaid, such arbitrators shall fail to make their award within fourteen days after the day on which the last of such arbitrators shall have been appointed, or within such extended term (if any) as shall have been appointed for that purpose by both of such arbitrators, under their hands, the matters referred to them shall be determined by the umpire to be appointed as aforesaid.

Arbitrators failing to make their award, matters referred to umpire.

21. The said arbitrator or arbitrators, or his or their umpire, may call for the production of any documents in the possession or power of either party, which they or he may think necessary for determining the question in dispute, and may examine the parties or their witnesses on oath, and administer the oaths necessary for that purpose.

Arbitrators may order production of documents, &c.

22. Before any arbitrator or umpire shall enter upon the consideration of any matter referred to him he shall, in the presence of a Justice of the Peace, make and subscribe the following declaration, that is to say:—

Declaration of arbitrators or umpire.

I, A.B., do solemnly and sincerely declare that I will faithfully and honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the provisions of the Emu Gravel and Road-metal Company Tramway Act.

55

Made and subscribed in the presence of

C.D.

And

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And such declaration shall be annexed to the award when made, and if any arbitrator or umpire having made such declaration shall wilfully act contrary thereto he shall be guilty of a misdemeanour.

23. All the costs of any such arbitration and incident thereto shall be in the discretion of the arbitrators, and the costs of the arbitrators shall be borne by the parties in equal proportions, unless the amount awarded shall be one-fourth or more less than the amount which shall have been offered by the said company or its assigns, in which case the whole costs of the arbitration, and also the costs of and incident to the said arbitration, shall be paid by the claimant: Cost of arbitration how to be borne. Provided that if either party shall be dissatisfied with the costs allowed by the said arbitrators as aforesaid, the costs may be taxed by the Prothonotary or other proper officer of the Supreme Court, and the amount allowed by such officer shall be the amount of costs to be paid. Costs may be taxed.
24. The arbitrator, arbitrators, or umpire shall deliver their or his award in writing to the said company or its assigns, who shall retain the same, and shall forthwith, on demand, at his or their own expense, furnish a copy thereof to the other party, and shall at all times, on demand, produce the said award and allow the same to be inspected or examined by such party or any person appointed by him for that purpose, and the amount awarded shall be paid within sixty days after the publication of the award. Arbitrators or umpire to deliver award to the company and its assigns. Compensation to be paid within sixty days after publication of award.
25. The submission to any arbitration may be made a rule of the Supreme Court on the application of either of the parties. Submission may be made a rule of Supreme Court.
26. No award made with respect to any question referred to arbitration under the provisions of this Act shall be set aside for irregularity or error in matter of form. Award not to be set aside for irregularity.
27. The said company or its assigns shall make compensation and satisfaction, to be ascertained and recovered in case of difference in the manner hereby provided, for temporary, permanent, or recurring injury, and all other damage, loss, costs, charges, and inconvenience which may in anywise be occasioned to the owners and occupiers of the lands through which the said tramway shall pass by the non-performance or negligent performance by the said company or its assigns of any of the matters or things hereby required or authorised to be performed by them. Compensation in cases of negligence.
28. In every case where the said company or its assigns shall take temporary possession of lands by virtue of the powers hereby granted, it shall be incumbent on them within three months after entry upon such land, upon being required so to do, to pay to the occupier of said lands the value of any crop or dressing that may be thereon, and damaged or injured by such entry, as well as full compensation for any other damage of a temporary nature which he may sustain by reason of such entry, and shall also from time to time during their occupation of the said lands pay half-yearly to such occupier or to the owner of the lands, as the case may require, a rent to be fixed by two justices in case the parties differ; and shall also, within twelve months after such entry, pay to such owners and occupiers, or deposit in a bank for the benefit of all parties interested, as the case may require, compensation for all permanent or other loss, damage, or injury that may have been sustained by them by reason of the exercise as regards the said lands of the powers hereby granted, including the full value of all clay, stone, gravel, sand, and other things taken from such lands. Compensation in cases of temporary possession.
29. If the owner of any lands required to be taken for the construction of the said tramway is absent from the Colony, or cannot, upon inquiry, be found, or is under disability, or if any such lands are vested in persons who have respectively only limited or qualified interests therein, and who cannot enter into binding agreements with the said company and its assigns for the purchase of such lands, or join

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join in submitting their claims for compensation to arbitration as hereinbefore provided, the purchase money or compensation payable by the said company or its assigns in respect of such lands shall be determined by the valuation of a surveyor to be nominated as herein-  
5 after mentioned.

30. Upon application by the said company or its assigns to two justices, and upon such evidence as may be satisfactory to them that there is no person in the Colony or to be found who can enter into a binding contract with the said company and its assigns, or join with  
10 the said company or its assigns in submitting his claims for compensation to arbitration in respect of any lands required to be taken for the construction of the said tramway, such justices shall, by writing under their hands, nominate a licensed surveyor for determining such compensation as aforesaid, and such surveyor shall determine the same  
15 accordingly, and shall annex to his valuation a declaration in writing subscribed by him of the correctness thereof.

31. Before such surveyor shall enter upon the duty of making such valuation as aforesaid, he shall, in the presence of such justices or one of them, make and subscribe the following declaration at the  
20 foot of such nomination, that is to say:—

I, A.B., do solemnly and sincerely declare that I will faithfully, impartially, and honestly, according to the best of my skill and ability, execute the duty of making the valuation hereby referred to me.

25 Made and subscribed in the presence of

C.D.

And if any such surveyor shall corruptly make such declaration, or having made such declaration, shall wilfully act contrary thereto, he shall be guilty of a misdemeanour.

30 32. The said nomination and declaration shall be annexed to the valuation to be made by such surveyor, and shall be preserved together therewith by the said company or its assigns, and they shall at all times produce the said valuation and documents on demand to all parties interested in the lands comprised in such valuation.

35 33. All the expenses of and incident to any such valuation shall be borne by the said company or its assigns.

34. If the amount of compensation determined by any such surveyor does not exceed the sum of fifty pounds, it shall, except in the cases where the owner is absent from the Colony or cannot be  
40 found, be paid by the said company and its assigns to the person or persons for the time being entitled to the rents and profits of lands in respect whereof the same shall be payable for their own use and benefit, or in the case of the coverture, infancy, idiotcy, lunacy, or other incapacity of any such persons, then such money shall be paid  
45 for their use to their respective husbands, guardians, committees, or trustees of such persons.

35. If the amount of compensation determined by any such surveyor as aforesaid exceeds the sum of fifty pounds, or in the cases where the owner is absent from the Colony or cannot be found,  
50 whether it exceeds the sum of fifty pounds or not, it shall be paid by the said company or its assigns into the hands of the Master in Equity of the Supreme Court in the matter of this Act in trust for the parties interested in the lands in respect of which it is paid in; and a certificate from the Master of the fact of the money being so paid in  
55 shall be a sufficient discharge to the said company and its assigns for the money so paid: Provided that all moneys so paid in shall be dealt with by the Supreme Court in the same manner in all respects as moneys paid in under an Act passed in the twenty-first year of her present Majesty and intituled "*An Act for better securing Trust Funds,*  
*and*

Justices to appoint surveyor to certain cases.

Declaration by surveyor.

Production of valuation, &c.

Cost of valuation how borne.

Compensation not exceeding £50 how to be dealt with.

Compensation how dealt with in absence of owner.



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and for the relief of Trustees," and shall be subject in all respects to the provisions of the said Act and all rules of the said Court made thereunder.

36. If in any case in which according to the provisions of this Act the said company and its assigns are authorised to enter upon and take possession of any lands required for the purposes of the said tramway, the owner or occupier of any such lands, or any other person shall refuse to give up possession thereof, or hinder the said company or its assigns from entering upon or taking possession of the same, it shall be lawful for the said company and its assigns to issue his or their warrant to the sheriff to deliver possession of the same to the persons appointed by the said company or its assigns in such warrant to receive the same, and upon receipt of such warrant the sheriff shall deliver possession of any such lands accordingly, and the costs accruing by reason of the issuing and execution of such warrant to be settled by the sheriff shall be paid by the party so refusing to give possession, and the amount of such costs shall be deducted and retained by the said company and its assigns from the compensation, if any, then payable to such person refusing to give possession, or if no such compensation shall be payable to such person, or if the same be less than the amount of such costs, then such costs, or the excess thereof beyond the amount of such compensation if not paid on demand, shall be levied by distress, and upon application to any justice of the peace for that purpose he shall issue his warrant accordingly.
37. All notices required to be served by the said company and its assigns upon the parties interested in or entitled to sell any such lands shall either be served personally on such parties or left at their last usual place of abode (if any, such can after diligent inquiry be found), and in case any such parties shall be absent from the Colony, or cannot be found after inquiry, shall be left with the occupier of such lands, or if there be no such occupier shall be affixed upon some conspicuous part of such lands.
38. Nothing in this Act contained shall be deemed to authorise the said company or its assigns to take or enter upon any land belonging to the said Commissioners, or to alter or to interfere with the Great Western Railway or any of the works thereof between the said railway and tramway, without the previous consent in writing in every instance, of the said Commissioners.
39. The said Commissioners shall from time to time, at the expense of the said company and its assigns, erect such signals and conveniences incident to the junction either upon their own lands or on the lands of the said company or its assigns, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger to or interference with the traffic at or near the junction.
40. The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the said Commissioners. Such sums shall be charged to the said company or its assigns as in the opinion of the said Commissioners shall be reasonable for such service.
41. It shall be lawful for the said company or its assigns from time to time, subject to the approval of the Governor with the advice aforesaid, and subject to the provisions and restrictions in this Act contained, to make by-laws for the following purposes, that is to say :—
- For regulating the times of the arrival and departure of the cars, trucks, trams, carriages, and trains, and the number of persons to be carried therein.
- For regulating and loading or unloading of carriages and cars.

Cases of dispute  
sheriff may issue  
warrant.

Service of notice on  
owners of lands.

Not to interfere with  
railway.

Erection of  
signals, &c.

Management of  
signals.

By-laws for use of  
tramway.

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For preventing the smoking of tobacco and the commission of any nuisance in or upon such carriages, cars, or trucks, or any of the tramway waiting rooms or premises.

5 And generally for issuing tickets and regulating the travelling upon and working the said Tramway, and for the maintenance of good order, and for regulating the conduct of the officers and servants of the company or its assigns, and for providing for the due management of the said tramway and the protection thereof, and the carriages, cars, trucks, motors, and engines, and waiting rooms, offices, and premises from trespass and injury: Provided that such by-laws be not repugnant to the laws of the Colony or to the provisions of this Act, and a copy of such by-laws shall be posted in some conspicuous place in or upon the cars of the company or its assigns running upon the said tramway, and such by-laws shall specify the penalties which shall in no case exceed the sum of ten pounds.

42. The production of a copy of the New South Wales *Govern- Evidence of by-laws.*  
*ment Gazette* containing such by-laws shall be sufficient evidence of such  
20 by-laws in all proceedings under the same.

43. It is hereby declared that, subject to the provisions of the said *Power to assign.*  
agreement for lease, or of any amendment thereof, or of any lease in pursuance thereof, it is lawful for the said company and its assigns at any time to assign and transfer all the rights, powers, privileges, benefits,  
25 and advantages conferred upon it or them by this Act to any other person, and upon any such transfer or assignment being made the person in whose favour such transfer or assignment is made shall then stand in the place of the said company, and shall have all the rights, powers, benefits, privileges, and advantages conferred upon the said company  
30 or its assigns by this Act. In the event of the said agreement or lease becoming forfeited or determined, otherwise than by expiration or by agreement between the parties, the said Board of Water Supply and Sewerage shall stand in the place of the said company, and have all such rights, powers, privileges, and advantages aforesaid.

35 44. Subject to the provisions of the said agreement for lease or any lease made or executed in pursuance thereof, the Governor, with the advice aforesaid, may at any time after two years from the completion of the construction of the said tramway, if he think fit, purchase the said tramway upon giving to the said company or its  
40 assigns six months notice in writing of his intention to do so. If the amount tendered for the purchase of the said tramway be considered inadequate by the said company or its assigns, the amount shall be ascertained by assessment in terms of the Lands for Public Purposes Acquisition Act.

45 45. All penalties imposed under this Act or under any by-laws *Penalties, how recoverable.*  
made in pursuance thereof shall be recoverable in a summary way before any stipendiary or police magistrate, or any two justices of the peace, under the provisions of the Act for the time being regulating summary proceedings before justices, and payment of such penalties  
50 may be enforced in the manner provided by such Act.

46. This Act may be cited for all purposes as the "Emu Gravel *Short title.*  
and Road-metal Company's Tramway Act, 1895."

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*Emu Gravel and Road-metal Company's Tramway.*


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## SCHEDULE.

Commencing at the Prospect Quarries, near Parramatta, in the parish of Prospect, and county of Cumberland, and passing through the Water and Sewerage Board Reserve north-westerly and northerly for a distance of sixty-two chains to a point on the Great Western Road, where the southern side of that road intersects the western boundary of portion numbered twenty-nine on the map of the parish of Prospect (John Kennedy's one hundred and sixty acres grant); thence along the northern side of that road in a north-easterly direction for thirty-two and three-quarter chains; thence through a block of L. Hyland's property, being part of portion numbered twenty-nine aforesaid, north-easterly six and a quarter chains to a Government road one chain wide; thence across that road north-easterly one chain; thence through another block of L. Hyland's property, being portion numbered sixteen on said map of the parish of Prospect (Catherine Hyland's twenty-five acres three roods thirty-six perches grant), north-easterly fifteen chains to the north-east corner thereof; thence across the Blacktown Road north-easterly one chain; thence through the property of Fitz William Wentworth, being portions numbered on the said map of the parish of Prospect ninety-eight (Robert Bolton's thirty acres grant), thirty-five (John Silverthorne's thirty acres grant), thirty-six (John O'Croft's thirty-acres grant), and thirty-seven (W. Eggleton's sixty-acres grant), north-easterly sixty-five chains to a point on the eastern boundary of said portion thirty-seven about three chains southerly from the north-east corner thereof; and thence along the Toongabbie lane north-easterly eighty chains to the Toongabbie Station.

