

necessity. The promoters questioned the *locus* of these objectors, on the ground that they did not purport to represent any particular class in the community with some peculiar interest at stake, but only generally the ratepayers, who were properly represented by the Corporation. The objectors maintained that anyone could defend a threatened right-of-way, and so the *locus* was good. The Commissioners granted the *locus*.

The preamble was thereafter held proved, and clauses adjusted.

Counsel for the Trustees of the Port and Harbours of Greenock (*Promoting*)—Sandeman, K.C.—Graham Robertson. Agents—Neill, Clark, & Murray, Solicitors, Greenock—Beveridge & Company, Westminster.

Counsel for Greenock Corporation (*Watching*)—Macmillan, K.C.—Gentles. Agent—Andrew Nimmo, Town Clerk, Greenock.

Counsel for Richard Watkins and Others (*Objecting*)—Scanlan. Agents—Thos. Scanlan & Company, Solicitors, Glasgow and Greenock.

21st, 22nd, and 23rd July 1920.

LANARKSHIRE TRAMWAYS.

(Before Major G. M'icking, M.P. (*Chairman*), the Marquis of Linlithgow, Lord Elphinstone, and Major Wm. Murray, M.P.—at Glasgow.)

The Lanarkshire Tramways Company, a statutory company incorporated in 1900, promoted this Order to obtain power for three purposes, viz.—(a) to change the denomination of its shares from £10 to £1, each existing £10 share to become 10 £1 shares, and this proposal was not objected to; (b) to alter its fares from being for ordinary passengers $\frac{1}{2}$ d. per half-mile or portion thereof to 1d. per mile or portion thereof, and for workmen from $\frac{1}{2}$ d. per mile or portion thereof to 1d. per 2 miles or portion thereof; and (c) to alter the limitation on its power to run buses from “in extension of the tramway system, but not to a greater distance than 5 miles beyond the tramways termini,” a power obtained in 1908, so as to enable it to run buses in connection with or in extension of the tramways system throughout the whole county of Lanark. The Order was objected to (1) by the County Council of Lanark on the grounds (a) that if an increase of fares was necessary the necessity was only temporary, and could and should be met by an application to the Minister of Transport under the Tramways (Temporary Increase of Charges) Act 1920, and (b) that as regarded the buses a greatly increased burden was to be imposed on the county in connection with the maintaining, and regulating the traffic on, the roads; (2) by five burghs in the County of Lanark, viz., Airdrie, Coatbridge, and Motherwell on the buses question, Hamilton and Wishaw on both the buses and the fares question; (3) by the Caledonian Railway Company and also by the North British Railway Com-

pany on the buses question only; (4) by the Corporation of Glasgow on the buses question; (5) by the Airdrie and Coatbridge Tramways Company on the buses question; and (6) by the Scottish General Transport Company, Limited, a company incorporated under the Companies Acts 1908-1917, which was running buses in the county of Lanark, on the buses question.

Provisional Order — Locus — Tramway — Extension of Limit within which Buses could be Run — Burghs Wholly within Existing Limit — Public Company, not Statutory, Running Buses in District.

Objection was taken by the promoters to the *locus* of Motherwell and of Hamilton and of Wishaw on the buses question on the ground that no part of the territory of these burghs was five miles from the tramway system and so outwith the existing limit. On the part of the burghs the exact terms of the existing limit were referred to, and it was also pointed out that were the limit altered as proposed there might, indeed certainly would, be an increased bus traffic on the streets and roads of the burghs. Objection was also taken to the *locus* of the Scottish General Transport Company, Limited, on the ground that it was a purely commercial company with no statutory status nor statutory obligation and therefore could not be heard. On behalf of the Transport Company it was explained that it had been formed in connection with the Airdrie and Coatbridge Tramway Company, which it practically owned, and in connection with whose tramway system it ran numerous lines of buses with the approval of the county and local authorities; that the present proposals were for an entirely new development, the existing statutory powers of the Lanarkshire Tramways Company referring really to their tramway undertaking, just as there were statutory powers for the tramway undertaking of the Airdrie and Coatbridge Tramway Company, and it was urged that in this question of transport which so intimately affected the whole district a *locus*, the granting of which was a matter of discretion, should not be refused to a company so vitally interested whose appearance would not prolong the inquiry.

The Commissioners, after adjournment, granted a *locus* to the three burghs and to the Transport Company.

Provisional Order — Procedure — Reply — Leading Evidence—Plan Put in Cross-Examination of a Witness in the Interest of One Objector.

The inquiry proceeded and no evidence was led for the objectors, but in its course counsel for the railway companies, in cross-examination of one of the promoters' witnesses, referred—producing it—to a plan. Counsel for the promoters made a claim, based on this incident, to a right of reply on the whole case. Counsel for the railway companies maintained that if there was any right of reply, which was not admitted, it was limited to the railway companies' case.

The Commissioners, after adjournment,

intimated that the right of reply was limited to the railway companies' case.

Provisional Order — Tramway — Local Government — Bus Traffic — Provisions for Protection of Local Authorities — Model Clause.

The Commissioners found the preamble proved and at the adjustment of clauses a clause with regard to the bus traffic, for the protection of the local authorities, based on a suggested model clause issued by the Ministry of Transport, was included.

Counsel for the Lanarkshire Tramways Company (*Promoting*)—Macmillan, K.C.—Scanlan. Agents—W. & J. C. Pollock, Solicitors, Hamilton—Sherwood & Company, London.

Counsel for the County Council of Lanark (*Objecting*)—Hon. W. Watson, K.C.—James Keith. Agent—Sir Thomas Munro, County Clerk, Hamilton.

Counsel for the Burghs of Airdrie, Coatbridge, Motherwell, Hamilton, and Wishaw (*Objecting*)—Hon. W. Watson, K.C.—James Keith. Agents—Thomas Thomson, Town Clerk, Airdrie—John Alston, Town Clerk, Coatbridge—James Burns, Town Clerk, Motherwell—P. M. Kirkpatrick, Town Clerk, Hamilton—A. G. Stewart, Town Clerk, Wishaw.

Counsel for the Caledonian Railway Company and the North British Railway Company (*Objecting*)—Hon. W. Watson, K.C.—Graham Robertson. Agents—D. L. Forgan, Solicitor, Caledonian Railway Company—James Watson, S.S.C., North British Railway Company.

Counsel for Glasgow Corporation (*Objecting*)—Macphail, K.C.—Russell. Agent—Sir John Lindsay, Town-Clerk, Glasgow.

Counsel for the Airdrie & Coatbridge Tramways Company (*Objecting*)—Gentles. Agent—J. Turner Macfarlane, Solicitor, Glasgow.

Counsel for the Scottish General Transport Company, Limited (*Objecting*)—Gentles. Agent—J. Turner Macfarlane, Solicitor, Glasgow.

23rd, 24th, and 26th July 1920.

PAISLEY CORPORATION (CART NAVIGATION).

(Before Major G. M'icking, M.P. (*Chairman*), the Marquis of Linlithgow, Lord Elphinstone, and Major Wm. Murray, M.P.—at Glasgow.)

Provisional Order — Burgh — Harbour — Statutory Undertaking now Derelict — Cancellation of Debt.

The Corporation of Paisley promoted this Order to acquire on terms the undertaking of the Cart Navigation Trustees. That undertaking, begun in 1787, had had a consistently unfortunate history, culminating in the appointment at the instigation of its creditors of a judicial factor in February 1904, his failing to make revenue meet expenditure or to effect a sale, and his obtaining from the Court of Session his dis-

charge in 1915, since when the undertaking had been derelict. Besides the harbour of Paisley with any works there, and the navigable cut course of the Cart from there to the Clyde, the undertaking included an important swing bridge at Inchinnan carrying the main road from Glasgow to Greenock. This bridge restricted the span of the waterway to 48 feet, the depth nominally being 17 feet, and it was in a bad state of repair, threatening to give way. The undertaking had originated with Paisley, and that city had always been closely connected with it through all the various changes in the constitution of the governing body of the undertaking. At the present time, however, the only portion which interested the Corporation was the Inchinnan swing bridge. There were three shipbuilding firms in Paisley, and the narrowness of the waterspan at the bridge restricted their industry; the collapse of the bridge into the waterway would make it impossible. The shipbuilders were therefore interested, as were also the County Council of Renfrewshire, on one of whose main roads the bridge was, the burgh of Renfrew within which it was, and the Ministry of Transport. Agreement had come to between these interested parties that there should be erected a new swing bridge with a waterspan of 90 feet, a roadway 30 feet wide as against 14, and a carrying capacity of 30 tons as against 3. The estimated cost of this was £54,000, which was to be contributed, by Paisley £23,500, by the shipbuilders £14,000, by the County Council of Renfrewshire £7750, by the burgh of Renfrew £1000, and by the Ministry of Transport £7750. The agreement was scheduled to the Order, and the carrying of it out was, as explained by the promoters, its true object. Paisley, however, was willing to take over the whole undertaking of the Navigation Trustees, but that only on the cancellation of all its debts, paying about £4000 for moveable assets, &c., and it made this proposal to get over any difficulty in carrying out the agreement.

The Order was opposed by the Edinburgh District Branch of the Ancient Order of Foresters' Friendly Society and others, who were creditors of the Navigation Trust, on the ground that Paisley was proposing to acquire a valuable undertaking without paying for it, at their expense, and by their practical elimination.

During the course of the inquiry it was twice intimated by the Commissioners that their view was that the parties should come to some agreement. This, however, was not effected, counsel for the objectors being unauthorised to accept the sum offered for the undertaking, and unable to accept a clause preserving to the creditors a right to any surplus revenue after the expenses of running the undertaking with any sinking fund had been deducted, inasmuch as such surplus would or might be required to be devoted to the reduction of the dues. It was intimated, however, that in this state of matters the promoters proposed to restrict the Order to the erection of the new Inchinnan swing bridge, and if this were done objection would be withdrawn.