

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Private Legislation Procedure—Provisional Order—Petition Deposited against Order and not Formally Withdrawn—No Appearance for Objectors—Procedure—General Orders No. 146.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of General Orders, against the provisional order which has been referred to commissioners for local inquiry, have been withdrawn by requisition as aforesaid before commissioners have opened the inquiry into such draft provisional order, the draft provisional order shall be deemed to be withdrawn from inquiry before commissioners unless the Secretary for Scotland, in terms of the principal Act, thinks inquiry necessary, although there is no opposition,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 The part of the Order petitioned against had been withdrawn, but the petition had not been formally withdrawn.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