CHAPTER clxix.

An Act to authorise the Police Commissioners of the Burgh of Alloa to provide an additional water supply to the burgh and places adjacent; and to make and maintain new and additional waterworks; and for other purposes. A.D. 1891.

[28th July 1891.]

WHEREAS by the Act forty-three George the Third, chapter fifty-five, entitled "An Act to amend an Act made in the "twenty-sixth year of the reign of His present Majesty, for the "improvement of the harbour of Alloa; for paving, cleansing and "lighting the town of Alloa; and for other purposes therein men-"tioned" (herein-after referred to as "the Act of 1803"), trustees were therein appointed for the purpose, inter alia, of procuring a supply of water for the town of Alloa: 43 Geo. III., c. lv.

And whereas by a deed of grant, dated the second day of March, one thousand eight hundred and three, executed by the then proprietors of the Estate of Mar in favour of the said town of Alloa, power and liberty was given and granted to the said trustees to take, for the use of the inhabitants of the said town, a supply of water as therein set forth, and the said trustees under the said Act brought in a supply of water to the town of Alloa:

And whereas various other water rights have from time to time been granted by the proprietors of the said estate in favour of the said trustees and the Commissioners of Police after-mentioned:

And whereas under the Act thirteen and fourteen Victoria, chapter thirty-three, entitled "An Act to make more effectual "provision for regulating the police of towns and populous places "in Scotland, and for paving, draining, cleansing, lighting and "improving the same," the boundaries of the burgh of Alloa were marked out and defined by a deliverance of the sheriff, dated the twenty-seventh day of December, one thousand eight hundred and fifty-three, and the said Act was thereafter, on the nineteenth day of January, one thousand eight hundred and fifty-four, adopted and 13 & 14 Vict. c. 33.

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25 & 26 Vict. c. ci.

put in force within the burgh of Alloa, and commissioners of police were appointed in virtue of the said Act:

And whereas the General Police and Improvement (Scotland) Act, 1862, has been adopted, and is now in force within the burgh of Alloa, and the Commissioners of Police of the said burgh are commissioners of police under the said Act, and are also the local authority under the Public Health (Scotland) Act, 1867:

And whereas the trustees, acting under the Act of 1803, by deed of transfer, dated the twenty-fifth, twenty-eighth and thirtieth days of August, one thousand eight hundred and fifty-four, transferred to the Commissioners of Police all their rights, inter alia, in relation to the supply of water to the burgh, together with the reservoirs, waterworks, pipes, wells, and whole plant and property belonging to them; and the said Commissioners have since that date continued to supply water to the town of Alloa:

And whereas the town of Alloa has largely increased, and the population has extended beyond the limits fixed by the sheriff in 1853, and the supply of water to the said town is inadequate and insufficient for the wants and conveniences of the present and increasing population, and trade, shipping and manufactures within the same:

And whereas it is expedient for the health, comfort and convenience of the inhabitants that an increased supply of water should be provided to the town and burgh and districts adjacent, and that the same should be provided by the Commissioners of Police of the said burgh, and that the said Commissioners should be empowered to introduce such additional supply, and for that purpose to construct and maintain the reservoirs, embankments and other waterworks herein-after authorised:

And whereas it is expedient that the said Commissioners should be authorised to acquire and take over absolutely the whole existing waterworks and water supply of the burgh, so far as the same are not already vested in them, together with all the water, aqueducts, dams, reservoirs, and other property connected with the said existing water supply:

And whereas it is expedient that the limits within which the Commissioners are authorised to give a supply of water should be more clearly defined and should be extended, and that they should be authorised to supply water beyond the present limits of supply:

And whereas it is expedient that the Commissioners should be authorised to raise money by rates assessments and charges, and by borrowing, for the purposes of this Act:

And whereas plans and sections, showing the lines and levels of the several works authorised by this Act, and also a book of reference, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands, streams and other property required, or which may be taken for the purposes or under the powers of this Act, were duly deposited in the office at Alloa of the principal sheriff clerk of the county of Clackmannan, and in the offices at Cupar, Dunfermline and Kirkcaldy respectively, of the principal sheriff clerk of the county of Fife, and are hereinafter respectively referred to as the deposited plans, sections and book of reference:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty, that it may be enacted, and be it enacted, by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited for all purposes as the Alloa Water Act, 1891.

Interpretation of terms.

2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. In this Act the expression "the burgh" or "the burgh of Alloa" means the burgh of Alloa within the limits and boundaries thereof, as defined by a deliverance of the sheriff of the county of Clackmannan, dated the twenty-seventh day of December, one thousand eight hundred and fifty-three, and made under the powers of the Act thirteen and fourteen Victoria, chapter thirty-three; the expression "the Commissioners" means the Commissioners of Police for the time being of the burgh of Alloa, as commissioners under the General Police and Improvement (Scotland) Act, 1862, and Acts amending the same, or under any other Police Act for the time in force within and applicable to the burgh; the expression "the Police Acts" means the said General Police and Improvement (Scotland) Act, 1862, and Acts amending the same, or any other Police Act for the time being in force within the burgh; the words "clerk" and "treasurer" mean the clerk and treasurer respectively for the time being of the Commissioners, or the clerk and treasurer respectively who may be appointed in terms of this Act; the word "collector" means the collector for the time being of the Commis-

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sioners, or such other officer or officers as the Commissioners may from time to time appoint to collect the rates in this Act authorised, or any of them; "valuation roll" or "valuation rolls" means the valuation rolls for the county of Clackmannan, made up in terms of the Act seventeen and eighteen Victoria, chapter ninety-one, intituled "An Act for the Valuation of Lands and Heritages in Scotland," or any Act amending the same; the expression "the sheriff" means the sheriff of the county of Clackmannan, or his substitute; the word "person" includes companies, corporations, police commissioners, lunacy boards, county councils or district committees thereof, benevolent institutions, trustees holding heritable property, and local authorities; the word "lands" and the word "premises" shall have the same meanings as in the Police Acts; and in the Acts wholly or partially incorporated with this Act the word "schoolmaster" includes session clerk, "the special Act" means this Act, "the company," "the undertakers," "the "promoters of the undertaking," and "the Commissioners," mean the Commissioners; and for the purposes of this Act, in the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, incorporated with this Act, the expression "the railway" means the works by this Act authorised, and the expression "the centre of the railway" means any part of these works as delineated upon the deposited plans; and the expression "the water undertaking" shall comprehend not only the works authorised to be constructed by this Act, and the rights, powers and privileges conferred by this Act on the Commissioners, but also the whole property and works of the Commissioners connected with their existing water supply to the burgh, and such other property and works, and rights, powers and privileges as may be acquired by the Commissioners under the provisions of this Act relating to the water supply and distribution thereof; and in the Waterworks Clauses Act, 1847, the expression "the waterworks" means the existing waterworks of the Commissioners, and the works by this Act authorised.

Incorporation of Acts.

3. The following Acts and parts of Acts (so far as the same respectively are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with and form part of this Act:—

The Lands Clauses Acts;

The Commissioners Clauses Act, 1847, with respect to the mortgages to be executed by the Commissioners (except clauses 84, 86 and 87);

The Waterworks Clauses Act, 1847, except the clauses and provisions with respect to the communication pipes to be laid

by the undertakers and with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit, and also with the exception of clauses 68, 70, 71 and 72;

The Waterworks Clauses Act, 1863;

The clauses and provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, and the crossing of roads and other interference therewith; but such clauses and provisions shall apply only in the case of the reservoirs, embankments, and other works immediately connected therewith by this Act authorised.

Commissioners to execute purposes of this Act.

4. This Act shall be carried into execution by the Commissioners, and for the purposes thereof the Commissioners shall, subject to the provisions of this Act, have all the powers and rights belonging to them as commissioners of police under the Police Acts, and may conduct and transact the business and matters of the water undertaking in all respects as a part of the business of the Commissioners, and according to their usual rules and practice of proceeding.

Payment of rates not to disqualify any judge.

5. No person liable under this Act in payment of rates or other consideration in respect of water supply shall on that account, or on account of being a commissioner, be disqualified from acting as a justice of the peace or sheriff, or exercising any judicial function in the carrying-out of this Act.

Books and accounts to be kept.

6. The Commissioners shall for the purposes of this Act cause to be provided and kept, true and regular accounts, and to be entered therein all sums of money received and paid by them for the purposes of this Act and the water undertaking, and such accounts shall be kept as part of, but separate and distinct from the other accounts of the Commissioners, and if a clerk be appointed for the purposes of this Act, such clerk shall keep the books and records of the Commissioners, so far as the same relate to the purposes of this Act, and any copy or extract from the books and records of the Commissioners, so far as relating to the purposes of this Act, authenticated by the signature of the clerk, shall be received as evidence in all courts whatsoever, in any cause or matter concerning this Act, and shall be open to the inspection of any person interested therein without payment of any fee or reward.

Vesting waterworks in the Commissioners.

7. The existing water undertaking belonging to the Commissioners, including all the lands, buildings, reservoirs, pipes, streams, springs, waters, rights to water, and other property, whether arising under the Act of 1803, or under the said deed of transfer, or

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the said grants, or otherwise, and all stores, machinery, arrears of water rate, water rent, or charges, and all other property, real and personal, relating to or arising out of the existing water undertaking of the Commissioners, with the other rights and privileges belonging to the Commissioners in relation thereto, shall belong to and are hereby vested in the Commissioners, for the purposes of this Act.

Commissioners may appoint clerk, treasurer and collector.

8. The clerk, treasurer and collector respectively of the Commissioners may be clerk, treasurer and collector respectively under this Act; or the Commissioners may, if they think fit, appoint any other suitable person or persons to the offices of clerk, treasurer and collector, for the purposes of this Act, or to any one or more of such offices, and from time to time remove such person or persons and appoint others in their stead, or in the room of such of them as may die, resign or discontinue their offices; and the provisions of the Police Acts, in regard to the clerk, treasurer and collector, appointed or to be appointed for the purposes thereof, shall be and are hereby made applicable to the clerk, treasurer and collector, or any one or more of them, who may be appointed under the provisions and for the purposes of this Act.

Power to make new waterworks.

9. The Commissioners may, subject to the provisions of this Act, make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the waterworks herein-after described, or some of them, together with all proper embankments, dams, weirs, bridges, roads, approaches, ways, wells, tanks, basins, gauges, filter-beds, stand-pipes, sluices, waste-weirs, outlets, outfalls, discharge pipes, adits, shafts, tunnels, aqueducts, culverts, cuts, channels, conduits, drains, mains, pipes, junctions, meters, valves, engines, buildings, apparatus and conveniences connected with the said works, or any of them, or necessary or convenient for diverting, impounding, taking, collecting, storing, conducting, distributing and regulating the supply of water for the purposes herein-after mentioned, and for inspecting, maintaining, repairing, altering, cleansing, managing and using the same; and may enter upon, take and use such of the lands and streams delineated on the said plans and described in the deposited book of reference as may be required for the said purposes or any of them, and for any of the other purposes of this Act. The waterworks herein-before referred to and authorised by this Act are—

(1) A reservoir (Work No. 1), to be situate on the stream called the Gartreilly Burn and adjacent lands, wholly in the parish of Clackmannan and county of Clackmannan, together with a diversion, wholly situate in the said last-mentioned parish and

county, of the turnpike road leading from Alloa by Forest Mill to Blairingone;

(2) An enlargement of the existing reservoir called Gartmorn Dam (Work No. 2), to be situate partly in the parish of Alloa and partly in the parish of Clackmannan, both in the county of Clackmannan;

(3) A service reservoir (Work No. 3), to be wholly situate in the Parish of Clackmannan and county of Clackmannan, on the moor land to the south of Gartmorn Dam, together with a road of access to said service reservoir, partly situate in the parish of Clackmannan and partly in the parish of Alloa, both in the county of Clackmannan;

(4) A deepening and widening (Work No. 4), to be wholly situate in the parish of Clackmannan and county of Clackmannan, of the aqueduct which carries the water of the stream called Black Devon from a point above Forest Mill Dam Dyke to Gartmorn Dam;

(5) An aqueduct, conduit, or line of pipes (Work No. 5), to be situate partly in the parish of Saline and county of Fife and partly in the parish of Clackmannan and county of Clackmannan, commencing in the said parish of Saline in the stream called Foulbutts or Lilly's Burn and terminating in the reservoir firstly above described;

(6) An aqueduct, conduit, or line of pipes (Work No. 6), to be wholly situate in the parish of Clackmannan and county of Clackmannan, commencing in the reservoir firstly above described, and terminating at a point in the aqueduct which leads the water of the stream called Black Devon to Gartmorn Dam, and a branch cut, or line of pipes, commencing at a point in the said aqueduct, and terminating at a point in the Black Devon opposite the said Forest Mill, and situate within the said parish and county;

(7) An aqueduct, conduit, or line of pipes (Work No. 7), to be wholly situate in the parish of Clackmannan and county of Clackmannan, commencing at a point in the aqueduct which leads the water of the stream called Black Devon to Gartmorn Dam, and terminating at a point in the service reservoir, thirdly above described;

(8) An aqueduct, conduit, or line of pipes (Work No. 8), to be situate partly in the parish of Clackmannan, and partly in the burgh of Alloa and parish of Alloa, all in the county of Clackmannan, commencing in the said parish of Clackmannan at a point in the service reservoir thirdly above described, and terminating in the parish of Alloa;

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(9) An aqueduct, conduit, or line of pipes (Work No. 9), to be wholly situate in the parish of Clackmannan, in the county of Clackmannan, commencing in the service reservoir thirdly above described, and terminating in the public road leading from Clackmannan Railway Station to the town of Clackmannan.

Power to deviate laterally and vertically.

10. The Commissioners may, in constructing the works by this Act authorised, deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation shown thereon; and may deviate vertically from the levels of the various works as shown on the deposited sections to any extent not exceeding five feet: Provided that the Commissioners shall not, in the exercise of the powers of lateral deviation hereby given, construct any embankment or retaining wall of any reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in the case of the corresponding embankment or wall and five feet in addition: Provided also that if the Commissioners shall exercise the powers of vertical deviation hereby granted, they shall construct the embankments in each case of such additional thickness at the base as shall be equal to five feet for every foot of additional height, and shall make a corresponding addition to the strength of any retaining wall: Provided further that the Commissioners shall construct the waste weir of Work No. 2, so that the top water level of Gartmorn Dam shall not be higher than fifteen inches above the present top water level, as shown in the deposited plans and sections, that is to say, one hundred and sixty-seven feet three inches above Ordnance datum, beyond which last-mentioned height the Commissioners shall not be entitled to raise the top water level of the said dam, and the said waste weir shall not be less than forty feet in length, measuring between the side walls of the channel leading therefrom.

Power to alter sewers, &c., temporarily.

11. For the purposes and during the execution of the several works which the Commissioners are by this Act authorised to make, and subject to the provisions of this Act, the Commissioners may from time to time break up, or cross over or under, alter or stop up temporarily any sewers, drains, watercourses, gas pipes and water pipes, and electric or telephonic apparatus in any of the lands acquired by the Commissioners under the powers of this Act, or in which lands they may acquire an easement, providing when possible a proper temporary substitute before interrupting the flow of water, gas, sewage or electricity in any such sewer, drain, watercourse or pipe, and making full compensation to all persons injuriously affected thereby: Provided that nothing in this section shall extend to authorise any interference with electric apparatus

or other property of Her Majesty's Postmaster-General: Provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Act, 1882, to which the provisions of section 15 of the said Act apply.

On completion of diverted portion of road, site of existing road, so far as superseded, to vest in Commissioners.

12. So soon as the substituted portion of the turnpike or public road leading from Alloa by Forest Mill to Blairingone, situate in the parish of Clackmannan and county of Clackmannan, and by this Act authorised to be diverted, is formed and ready for traffic, and certified by the sheriff, as in the next following section provided, the Commissioners may stop up and extinguish all rights of way over the portion of the said existing road between the points of the commencement and termination of the said diversion thereof, and they may appropriate for the purposes of this Act the site of so much of the said road so stopped up and diverted as may be bounded on both sides by lands of the Commissioners.

Maintenance of diverted road.

13. Immediately upon the completion of the said substituted portion of road the Commissioners shall make an application to the sheriff to certify as to the completion of the same, and the county council of the county of Clackmannan, shall be made parties to such application. The said diverted portion of road, when its completion is so certified (of which completion such certificate shall be conclusive evidence), shall become and the same shall thenceforth be part of the said public road, and shall, subject to the proviso herein-after contained, be upheld and maintained by the said county council: Provided always, that the Commissioners shall pay to the said county council the cost of upholding and maintaining the said diverted portion of said road for a period of twelve months after the date of the said certificate of completion.

Power to take water.

14. The Commissioners may, by means of the waterworks by this Act authorised, and by the existing waterworks of the Commissioners, or some of them, or some part or parts thereof, divert, impound, take, appropriate, store, use and distribute the waters of the streams and dam and aqueducts following (that is to say):—The streams called respectively the Gartreilly Burn and Foulbutts or Lilly's Burn, and all streams, springs and waters flowing into or arising within the said streams respectively, and into or within the site of the Reservoir (No. 1) of the works herein-before described; and the waters of the stream called Black Devon, and of the aqueduct leading from the said Black Devon to Gartmorn Dam, and the waters of the said Gartmorn Dam, and all streams, springs and waters flowing into or arising within the said Black Devon and aqueduct, and into or within the said Gartmorn Dam, or the

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enlargement thereof, being the Work (No. 2) herein-before described; and the waters of the lower aqueduct or mill lead leading out of the said Gartmorn Dam; and also all springs and waters flowing into or arising within the service reservoir, being Work (No. 3) herein-before described; and from such reservoirs and other works authorised by this Act and the existing waterworks of the Commissioners, or from some of them, the Commissioners may supply water within the limits of this Act, or to such places beyond the same, as authorised by this Act, for the domestic and other purposes for which the Commissioners are by this Act authorised to supply water; and also may, by means of the said works or some of them, divert, impound, take and appropriate, store, use and distribute the waters of the said streams, dam and aqueducts before mentioned, and all streams, springs and waters arising within the said streams, dam, aqueducts and works, or any of them, for the purpose of providing compensation water as after mentioned: Provided always that, before taking or abstracting any water, under the powers of this Act, from the said streams called Gartreilly Burn, Foulbutts or Lilly's Burn and Black Devon, the Commissioners shall construct on the said stream, called Black Devon, a gauge weir, immediately below the point of the outlet of the Forest Mill Lead, and shall so lay the intake of the pipe in the Foulbutts or Lilly's Burn and shall so construct the said reservoir (Work No. 1), that no water shall be taken or abstracted from the said streams, unless the flow of water over the said gauge weir in Black Devon shall be at the rate of two million gallons, at the least, in twenty-four hours.

Compensation water.

15. The Commissioners shall cause to be discharged from the said Gartmorn Dam, by means of the lower aqueduct or mill lead proceeding out of the said Gartmorn Dam, or from any of the mains or conduits of the Commissioners, or otherwise as the Commissioners shall think fit, to the several works herein-after mentioned, the several quantities of water following (that is to say):—To Carsebridge Distillery, one hundred and thirty-five thousand gallons; Keilarsbrae Spinning Mills, two hundred thousand gallons; Hallpark Woollen Mills, fifteen thousand gallons; Gabberston Woollen Mills, fifteen thousand gallons; Springfield Woollen Mills, fifteen thousand gallons; and to Alloa Brewery, seven thousand gallons; and which several quantities of water shall be discharged in a continuous flow throughout the twenty-four hours of every day: Provided, with respect to the said two hundred thousand gallons to Keilarsbrae Spinning Mills, that the same may be taken or conducted by the owners of the said Keilarsbrae Spinning Mills to Kilncraig's Factory: And further, the Commissioners shall cause to be discharged to Carsebridge Distillery from the said lower aqueduct

or mill lead, at a point therein eastward of Keilarsbrae Spinning Mills, a supply of four million gallons in every week during the months of May, June, July, and August of each year, and a supply of eight million gallons in every week during the other eight months of each year, which supplies shall be discharged in such quantities from time to time as may be required by the proprietors of said Carsebridge Distillery, but so that a quantity of not less than five hundred thousand gallons (in addition to the above-mentioned quantity of one hundred and thirty-five thousand gallons) shall be taken to the said Carsebridge Distillery in every working day of twenty-four hours, in a continuous and regular flow: Provided always that the said supplies of water to Carsebridge Distillery (excepting such portions thereof as may be properly consumed in the process of manufacture) shall be discharged by the proprietors of the said Carsebridge Distillery into the Carsebridge or Sauchie Burn at a point immediately below said Carsebridge Distillery, and thence into the Brathie Burn; and the Commissioners shall maintain in the said Brathie Burn, at a point opposite Gabberston Mill, a flow of water amounting to not less than sixty thousand gallons every hour between five o'clock in the morning and eight o'clock in the evening of every working day; and the foresaid quantities of water shall, if and when discharged, be deemed to be full compensation to all persons interested in the waters of the said Gartmorn Dam and the waters flowing down the said lower aqueduct or mill lead, and Carsebridge or Sauchie Burn and Brathie Burn, excepting the Alloa Coal Company.

Additional lands to be acquired.

16. The Commissioners may acquire, compulsorily or by agreement, for the purposes of this Act, the following lands shown on the deposited plans and described in the deposited book of reference (that is to say):—

(1) The reservoir called Gartmorn Dam, with the parts and pertinents of the same, situate within the parishes of Alloa and Clackmannan and county of Clackmannan;

(2) The aqueduct which leads the water of the Black Devon into the said Gartmorn Dam, situate within the parish of Clackmannan and county aforesaid;

(3) The lower aqueduct or mill lead leading from the outlet of the said Gartmorn Dam to Keilarsbrae and to the waterwheel of the Alloa Coal Company to the junction of the said aqueduct or mill lead with the Sauchie Burn, situate partly within the parish of Clackmannan and partly within the parish of Alloa, both in the county aforesaid;

Together with all embankments, sluices, overflow channels, mill leads, pipes, conduits, dam dykes, bridges, culverts, and

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other accessories and conveniences of and connected with the said Gartmorn Dam and the said aqueducts, and the parts and pertinents thereof;

(4) The waterworks and filters at Jellyholm, wholly situate in the parish of Alloa and county aforesaid, and the parts and pertinents thereof, and all the water rights and privileges pertaining thereto.

Power to agree for easements, &c.

17. The Commissioners may, subject to the provisions of this Act, take by agreement, and any person by the Lands Clauses Acts, or otherwise enabled to sell lands, may grant to them any estate, easement, servitude, interest, right or privilege (not being an easement or servitude of water) in, over, affecting or belonging to lands at a price or yearly rent, feu duty, or otherwise; but in the case of a person not enabled otherwise than by the said Acts to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in the said Acts; and for the purposes of this section any such estate, easement, servitude, interest, right or privilege shall be deemed to be lands within the meaning of those Acts.

Lands for extraordinary purposes.

18. In addition to the lands authorised to be taken and acquired under the powers of this Act, the Commissioners may purchase by agreement lands not exceeding ten acres, for the purpose of making depôts, pipe yards, and other buildings and conveniences in connexion with the water undertaking of the Commissioners, but nothing in this Act shall exonerate the Commissioners from any action, indictment, or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Limiting time for exercise of compulsory powers of purchase.

19. The powers of the Commissioners, for the compulsory purchase of lands for the purposes of this Act, shall cease after the expiration of three years from the passing of this Act.

Period for completion of works.

20. If the works authorised by this Act are not completed within seven years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Commissioners for executing any works not so completed, or in relation thereto, shall (except where otherwise agreed on between the Commissioners and any person whose lands may be affected) cease, except as to so much thereof as is then completed; but nothing herein contained shall restrict the Commissioners from maintaining, using, laying, extending, enlarging, altering, replacing, relaying, increasing, adding to or removing any of their conduits, aqueducts, mains or pipes at any time and from time to time as occasion requires for the pur-

pose of supplying water within the limits of this Act, or beyond the said limits as authorised by this Act. A.D. 1891.

Owners may be required to sell parts only of certain lands and heritages.

21. And whereas, in the construction of the works by this Act authorised, or otherwise in the exercise of the powers of this Act, it may happen that portions only of the lands and heritages shown on the deposited plans may be required for the purposes of the same, and that such portions may be severed from the remainder thereof, without material detriment thereto: Therefore, notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in such lands and heritages, described in the First Schedule to this Act, and whereof parts only are required for the purposes of this Act, may, if such portions can, in the opinion of the jury, arbiter or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder thereof without material detriment thereto, be required to sell and convey to the Commissioners the portions only thereof so required, without the Commissioners being obliged or compellable to purchase the whole or any greater portion thereof, the Commissioners paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Confirmation of agreement with the Earl of Mar and Kellie.

22. The agreement, as set forth in the Sixth Schedule of this Act, made between the Right Honourable the Earl of Mar and Kellie and the Commissioners, is hereby confirmed: Provided always, that within three months after the completion of the purchase of any lands, tenements or hereditaments, as contemplated by the said Sixth Schedule and by the Eighth Schedule to this Act, an instrument or instruments vesting the property in the Commissioners, duly stamped with the proper ad valorem duty, shall be produced to the Commissioners of Inland Revenue; and in default of production the ad valorem duty, with interest at the rate of five pounds per centum per annum from the date of completion, shall be a debt due from the Commissioners to Her Majesty.

Power to sell &c. mines or minerals.

23. The Commissioners may at any time, if they think fit, sell, lease, or otherwise dispose of, to any person, in such way and manner, and on such terms and conditions, as the Commissioners may deem proper, any mines or minerals for the time held by or belonging to the Commissioners, and not required for any of the purposes of or in connexion with the water undertaking.

Restriction on taking houses of labouring class.

24. The Commissioners shall not, under the powers of this Act, without the consent of the Secretary for Scotland, purchase or acquire in any district, within the meaning of the Public Health

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(Scotland) Act, 1867, ten or more houses which after the passing of this Act have been, or on the fifteenth day of December last were, occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. The expression "labouring class" includes mechanics, artizans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family, and persons other than domestic servants whose income does not exceed an average of thirty shillings a week, and the families of any such persons who may be residing with them.

Limits of Act.

25. The limits of this Act shall comprise and include the burgh of Alloa, and an area beyond the burgh within the parishes of Alloa and Clackmannan, and which limits are bounded as follows:—Commencing at the point where the existing boundary of the burgh at the south-east corner thereof, is conterminous with the bank of the River Forth at low-water mark, proceeding along said low-water mark for a distance of five hundred and sixty yards or thereabouts in a south-easterly direction, thence in a straight line to a point in the parish boundary between the parishes of Alloa and Clackmannan, at the southmost corner of Alloa Park, thence along the said parish boundary to the outlet pipe of Gartmorn Dam, thence in a straight line to the point where the boundary lines of the parishes of Alloa, Tillicoultry and Clackmannan (detached) are shown on the Ordnance survey map of the county of Clackmannan to meet, thence along the boundary line between the parish of Clackmannan (detached) and the parishes successively of Tillicoultry, Alva and Alloa, as the same is shown on the said Ordnance survey map, to a point in the said boundary line, two hundred and fifty yards or thereabouts, measured in a south-easterly direction from Auchenbaird farm steading, thence in a straight line to a point in the road leading from Parkhead to Braulshill two hundred yards or thereabouts measured in a westerly direction from Parkhead farm steading, thence in a straight line to the north-west corner of the field in which the Alloa Hospital is situated, thence in a straight line to a point in the road leading from Alloa by Claremont to Lornshill six hundred and twenty yards or thereabouts measured in a north-westerly direction from Norwood House, thence along the said road to the point where it forms the northern boundary of Arnsbrae Park, thence along the boundary of said park to the north-west corner thereof, thence in a straight line to a point in the road leading from Tullibody to Cambus, five hundred yards or thereabouts measured along the road from its junction with the Alloa and Stirling Road, thence in a straight line to a point in the left bank of

the River Devon, one hundred and fifty yards or thereabouts measured in a north-westerly direction from Cambus House, thence along the left bank of the River Devon to the northern bank of the River Forth at low-water mark, and thence along the said low-water mark of the River Forth to the foresaid point of commencement; and the limits set forth in this section are in this Act referred to as "the limits of this Act."

Sale of portion of pipes within jurisdiction of other local authorities.

26. In the event of the Commissioners supplying water beyond the limits of compulsory supply to and within the jurisdiction of any county council or of any local authority, as defined by the Public Health (Scotland) Act, 1867, they shall be bound, if and when such county council or local authority shall themselves resolve to supply water to and within the jurisdiction of such county council or local authority beyond the said limits, to sell to such county council or local authority, on receiving six months notice in writing, any pipes, plant, or other apparatus of the Commissioners which are used exclusively for the distribution of water within the jurisdiction of such county council or local authority, beyond the said limits under the powers of this Act, and that for such price as may be agreed on, or, failing agreement, as may be fixed by arbitration under the Lands Clauses Acts.

Limits of compulsory supply.

27. The limits for the compulsory supply of water by the Commissioners shall be the burgh of Alloa; which limits are in this Act referred to as "the limits of compulsory supply."

Commissioners may enlarge or increase number of pipes.

28. The Commissioners may from time to time, subject to the provisions of this Act, lay down, maintain, use, extend, alter, renew, relay, replace, enlarge and increase the number and size of the works (other than reservoirs), mains, pipes and other conveniences from time to time in use or required for conveying and distributing water under the powers of this Act: Provided always, that such laying down, extension, enlargement or increase shall be executed only on lands or property belonging to the Commissioners, or which may be acquired by them by agreement, or which they are by the Waterworks Clauses Acts, 1847 and 1863, entitled to open and break up for such purposes.

Pressure.

29. The water to be supplied from any main or pipe of the Commissioners need not be supplied in any case at a level above or at a greater pressure than can be supplied or afforded by gravitation from the service reservoirs or tanks from which the supply is taken.

Supply of water for domestic use within the

30. The Commissioners shall cause pipes to be laid, so far as not already laid, and water to be brought through all streets and roads, or portions of streets or roads along which houses are built

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limits of compulsory supply.

within the limits of compulsory supply, as defined by this Act, and shall, as soon as conveniently may be after the completion of the reservoirs and other works by this Act authorised to be constructed, at the request of the owner or occupier of any house or part of a house occupied as a separate dwelling, situated within the limits of compulsory supply, or any person entitled to demand a supply of water under the provisions herein contained, furnish to such person, by means of communication pipes, and other necessary and proper apparatus, to be provided, laid down and maintained by and at the cost of such person, unless otherwise agreed between him and the Commissioners, a sufficient supply of water for domestic purposes in any such house or dwelling (including a supply for private water-closets and private fixed baths in each such dwelling-house), including the office-houses, yards, and other pertinents of the same: Provided that no person shall be entitled to demand such supply of water, or to require the Commissioners to lay down pipes or fire plugs, unless some pipe of the Commissioners shall have been laid within one hundred feet of the premises in respect of which such supply of water or pipes or fire plugs are demanded, or in the case of tenements situated in a private close or place unless a water pipe of the Commissioners shall have been laid within one hundred feet of the entrance to such close or place, or unless the Commissioners shall have become bound, by virtue of a requisition and agreement made and executed in the manner and to the extent required by the Waterworks Clauses Act, 1847, to cause pipes to be laid down within the said distance of one hundred feet of such premises.

Supply of water for domestic purposes beyond the limits of compulsory supply.

31. The Commissioners shall, after the completion of the waterworks by this Act authorised, cause pipes to be laid down and water for domestic purposes to be brought to every part of the places and districts within the limits of this Act, beyond the limits of compulsory supply, whenever they shall be required by one or more owners or occupiers of houses in such part of the districts beyond the limits of compulsory supply, provided that the aggregate amount of water rates payable by him or them annually, at such rates as may be fixed by the Commissioners as herein-after provided, shall not be less than one-tenth part of the expense of providing and laying down such pipes: Provided always, that no such requisition shall be binding on the Commissioners unless such owners or occupiers shall severally execute an agreement, binding themselves to take such supply of water for ten successive years at least: Provided also, that the water to be supplied by the Commissioners, under the provisions of this section, need not be laid on constantly or under pressure: Provided further, that it shall be lawful for the Commissioners to agree with any owner or occupier, who is not

entitled to demand a supply of water, for such a supply for domestic purposes, to be made at any place within the limits of this Act.

Commissioners may supply water for other than domestic purposes.

32. The Commissioners may furnish to any person within the limits of this Act a supply of water for other than domestic purposes, to shops, offices and warehouses, and for shipping, steam-engines or railway and harbour purposes, or for warming or ventilating any premises other than dwelling-houses, or for working any machine or apparatus, or for cattle, or for horses, or for washing carriages, where such horses or carriages are kept for hire or are the property of a dealer, or for gardens, fountains or ornamental purposes, or for any trade, manufacture, business or occupation, or for hotels, taverns, poor-houses, hospitals, prisons, barracks, schools, or other public buildings, such respective supplies being so furnished at such rates and upon such terms and conditions as shall be fixed from time to time by the Commissioners, and published by being exhibited in the office of the Treasurer of the Commissioners at Alloa: Provided always that, so far as possible, the rate for such supply of water shall be uniform to all persons in the same circumstances and requiring the same extent of supply; and the charges for such supply shall be recoverable in the same manner as any other water rates or charges may be recovered under the authority of this Act, and of the Waterworks Clauses Acts, 1847 and 1863: Provided further that when water is so supplied the Commissioners shall have the option either to charge the persons obtaining the same with the domestic water rate, in respect of the premises for which such supply is given, or to charge for the same by measure: Provided always that the supply of water under this and the immediately preceding section shall not prejudicially affect or restrict the supply of water from time to time required for domestic use within the limits of compulsory supply.

Supply of water in bulk.

33. It shall be lawful for the Commissioners to contract, as after mentioned, to supply water in bulk or otherwise to any person within the parishes of Alloa and Clackmannan, in the county of Clackmannan, and the parish of Airth, in the county of Stirling, or within any part or parts of the said several parishes as the Commissioners think fit, and to the shipping at any ports or harbours within the said parishes of Alloa, Clackmannan or Airth: Provided always, that such supply shall not prejudicially affect or restrict the supply of water from time to time to be provided for domestic purposes within the limits of this Act.

Payment of charge for water supply.

34. The charge for the supply of water under the two immediately preceding sections of this Act shall be payable at such times and in such manner as the Commissioners shall fix, and unless the

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Commissioners shall otherwise determine shall be paid in advance and the first payment shall be made at the time when the pipe by which the water is supplied is made to communicate with the pipes of the Commissioners, or at the time when the agreement to take water from the Commissioners is made: Provided always, that where the supply is furnished by measure, the consumer may be required to deposit such sum in security of the payment for such supply as the Commissioners may think necessary.

Confirmation of agreement with the Earl of Mansfield.

35. The agreement, as set forth in the Seventh Schedule of this Act, made between the Commissioners and the Right Honourable the Earl of Mansfield, is hereby confirmed.

Confirmation of agreement with the Earl of Zetland.

36. The agreement as set forth in the Eighth Schedule of this Act, made between the Commissioners and the Right Honourable the Earl of Zetland, is hereby confirmed.

Confirmation of agreement with the County Council of Clackmannan and the Earl of Zetland.

37. The agreement as set forth in the Ninth Schedule of this Act, made between the Commissioners and the County Council of Clackmannan and the Right Honourable the Earl of Zetland, is hereby confirmed.

Cleansing sewers, &c.

38. The Commissioners may, if they see fit, furnish a supply of water for the purposes of watering or cleansing streets, or of flushing or cleansing sewers and drains, or for public baths or wash-houses, or for public fountains or wells, either gratuitously or at such charge or reduced charge, and upon such terms and conditions, as they shall think proper.

Owners to provide and maintain service pipes.

39. For the purpose of providing for the better distribution of the water supply among the inhabitants, it shall be lawful for the Commissioners to require the owner of any dwelling-house or tenement of dwelling-houses not properly supplied with water, in any street within the limits of compulsory supply in which the pipes of the Commissioners are laid, to take a supply of water for such house or tenement, by connecting a service pipe with the main pipe of the Commissioners in any such street (such connexion to be made by the Commissioners or some person to be employed by them at the expense of the owner), and to provide, lay and maintain, in good and sufficient repair, such service pipes, stand-pipes or taps, cisterns and other means and apparatus, and in such positions as shall appear to the Commissioners to be necessary for that purpose; and in the event of refusal or delay on the part of such owner to comply with such requisition, it shall be lawful for the Commissioners to enter such house or tenement and premises connected therewith, and to provide, lay and maintain such service pipes, stand-pipes or taps, cisterns and other means and apparatus, in such positions as afore-

said, and to recover the expense thereof from such owner in the same manner as rates or charges are recoverable by the Commissioners under this Act, and the Waterworks Clauses Acts, 1847 and 1863: Provided always, that in the case of houses not exceeding four pounds of yearly rent or value, such owner shall not be required to introduce water into each house, but only such means of supply for each tenement of houses as the Commissioners may deem necessary: Provided also, that in case of any question or difference arising between the Commissioners and such owner with respect to the necessity for such supply being provided for any such house or tenement, or with respect to the number or description of service pipes, stand-pipes or taps, cisterns or other means and apparatus necessary for the purpose aforesaid, the same shall be determined and fixed by the sheriff, on summary application by either of the parties; and the decision of the sheriff shall be final, and not subject to appeal or review in any court or by any process whatsoever.

Provision as to common pipe.

40. When there shall be in any building, or part of a building, within the limits of compulsory supply, a common pipe, the supply through and from which pipe shall be used by or shall be accessible to the various occupants of such building, or part of a building, as aforesaid, nothing in this Act shall render it obligatory upon the Commissioners to give or continue a supply of water through or from such common pipe unless the several water rates and charges which may be payable under the provisions of this Act to the Commissioners in respect of the supply of water through such common pipe to such building, and every part thereof, shall first have been paid to the Commissioners by the owner or occupier of such building, or part of a building, as aforesaid.

Regulations for preventing waste of water.

41. For the purpose of preventing the waste, misuse, or undue consumption, or the contamination of the water supplied by the Commissioners, the Commissioners may from time to time prescribe the size, nature, strength, materials, mode of arrangement and repair of the pipes, valves, cocks, cisterns, waterclosets, and other apparatus to be used, and may interdict any arrangement and use of any pipes, valves, cocks, cisterns, waterclosets, and other apparatus which, in their judgment, may tend to any such waste, misuse, undue consumption or contamination, and they may make byelaws for regulating all or any matters and things whatsoever connected with the supply of water, and may impose such penalties for breaches of such byelaws, not exceeding forty shillings for each offence, as may be considered expedient, and from time to time, as they shall think fit, may repeal, alter or re-enact any such byelaws: Provided always, that any byelaws made by the Commissioners in the exercise of the

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power conferred on them by this section shall be operative only in such part of the limits of compulsory supply in which the Commissioners are bound to afford, and do, in fact, afford, or are prepared to afford, a constant supply, and shall not be operative unless the same shall have been approved of and confirmed by the sheriff.

Conditions of supply.

42. The Commissioners, notwithstanding anything contained in the Waterworks Clauses Acts, 1847 and 1863, or in this Act, shall not be bound to supply any water unless the pipes, valves, cocks, cisterns, waterclosets, or other apparatus to be used, be sufficient to prevent the waste, misuse, or undue consumption or contamination of the water supplied.

Penalty for interference with Commissioners valves, &c.

43. Every person who shall wilfully, carelessly, or without due authority from the Commissioners, in any way interfere with any valve, pipe, lock, cock, or other apparatus or works of the Commissioners, or with any meter used for registering the quantity of water supplied by the Commissioners to the injury of the Commissioners, shall, without prejudice to any other right or remedy competent to the Commissioners for the punishment of such offender, be liable to a penalty not exceeding five pounds for every such offence.

Commissioners may repair apparatus on failure by owner or occupier.

44. If any of the apparatus shall be out of order, the owner or occupier of the house or premises in or to which such apparatus is placed or attached shall be bound to repair and make good the same; and if such owner or occupier fail to make the requisite repairs within twenty-four hours after notice in writing so to do, the Commissioners, or any person authorised by them, may enter upon such premises, and repair, renew, and make water-tight all such apparatus, and shall be entitled to recover, in the name and at the instance of their clerk or treasurer, from the owner or occupier so failing, the cost of such repair or renewal, together with any penalty which may have been incurred for wilful waste of water, or for suffering such apparatus to be out of repair, in the manner by the Acts herewith incorporated provided for the recovery of penalties, or by action in any court of competent jurisdiction; and, for the purposes of this section, the word "apparatus" means and includes pipe, cistern, bath, watercloset, ball cock, stop cock, valve, and other articles used in the supply or storing of water in houses, manufactories or premises, or in connection therewith: Provided that in the event of such repair or renewal being paid by the occupier of any such house or premises, he shall be entitled to recover such expense from the owner thereof, or to deduct the same from his rent, unless otherwise provided for by the terms of the tenancy.

Penalty for taking water from public

45. Every person who takes water from any of the pubic fountains or stand-pipes belonging to the Commissioners for any purpose

other than domestic or for drinking, shall, for every such offence, be liable to a penalty not exceeding five pounds.

wells except for domestic use.

46. It shall not be lawful for the owner or occupier of any house or premises supplied with water by the Commissioners, without their written consent, to affix, or permit or suffer to be affixed, any tube or hose to any of the mains or pipes of the Commissioners, or to any service pipe or apparatus of such owner or occupier, for the purpose of washing horses, carriages, or other vehicles, houses or buildings, or for watering gardens, or washing pavements of roads, or for any other purpose; and any person who contravenes this enactment shall be guilty of an offence, and shall for every such offence forfeit and pay to the Commissioners a penalty not exceeding forty shillings.

Tube or hose not to be affixed to mains or pipes without consent of Commissioners.

47. The Commissioners may agree with any person for supplying him with water by measure, and may require any person supplied with water for other than domestic purposes to take and pay for his supply by measure; in both cases a meter for ascertaining the quantity consumed shall be provided by the Commissioners at a reasonable rent to be fixed by the Commissioners.

Rent for water may be ascertained by meter.

48. The Commissioners shall and they are hereby authorised and required, once in every year, to estimate and fix the amount of money necessary to be levied for the purposes of this Act for defraying the costs, charges and expenses of supplying water for and during the year then current, and the interest of money already borrowed by the Commissioners, or of so much thereof as is applicable to the existing water undertaking, and the interest of money that may be borrowed or due under the provisions of this Act, and the payment to the sinking and reserve funds, together with the expense of maintaining and managing or extending the works, mains and pipes, and obtaining and providing and distributing supplies of water within or beyond the limits of this Act, and the whole or such portion of the salaries, wages, and other expenses of the treasurers, engineers, surveyors, clerks, collectors, or other officers or servants employed by the Commissioners, as they shall think equitable and fair to charge to such account, and all other charges and expenses chargeable against revenue.

Commissioners to estimate annual sums required.

49. The estimate to be made up in manner before provided shall be submitted to and considered by the Commissioners at a meeting to be held as soon as conveniently may be after they shall have obtained a copy of the valuation roll or rolls for the year then current, and at such meeting or any adjournment thereof the Commissioners may, and they are hereby authorised and required, in order to raise such a sum of money as, along with the public water

Estimate to be considered, and domestic water rate imposed.

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rate after mentioned, and other water revenues of the Commissioners, shall be sufficient for the purposes aforesaid, annually to impose, assess and levy a rate, for the purposes of this Act (and that over and above and in addition to any rates which the Commissioners are authorised to impose or levy under any other Act in force within the burgh), to be called "the domestic water rate," upon and from the occupiers of all lands and premises, and the parts and pertinents of the same, within the limits of compulsory supply, on the full yearly rent or value of dwelling-houses, offices, warehouses, public buildings, farm buildings and all other residential or business premises, and on one fourth of the full annual value of all other lands and premises, including manufactories and shops not occupied wholly or partly as dwelling-houses: Provided always that, as regards all persons who shall be the occupiers of any subjects or premises (other than tenements situate in a private close or place), they shall not be liable to be assessed in respect thereof for the domestic water rate unless some pipe of the Commissioners shall be laid down within one hundred feet of the outer wall, fence or boundary of the same: Provided further, that as regards the occupiers of tenements situate in a private close or place, they shall not be liable to be assessed in respect of such tenements for the said rate, unless some pipe of the Commissioners shall be laid down within one hundred feet of the entrance to such close or place or the nearest part thereof: Provided also that occupiers of lands and premises used exclusively as a railway, constructed under the powers of any Act of Parliament, shall not be liable to be assessed in respect thereof for the domestic water rate, excepting in respect of the stations, depôts and buildings, the occupiers of which shall be liable to be assessed on one fourth of the full yearly rent or value thereof.

Public water rate to be levied.

50. The Commissioners may, and they are hereby authorised and required annually to impose, assess and levy a rate, to be called "the public water rate," upon and from the owners of all lands and premises within the limits of compulsory supply, according to the full yearly rent or value thereof, for the year then current, which rate shall not exceed twopence in the pound on the rental or full annual value of all such lands and premises, and such public water rate may be levied by the Commissioners from the occupiers of such lands and premises, and any occupier so paying shall be entitled to deduct from his rent the rate so paid by him: Provided always that the public water rate shall not in any one year exceed one fourth of the domestic water rate in the same year.

Lands, &c., how to be valued.

51. The annual value of the following lands or heritages shall, for the purposes of the public water rate, be held to be the nearest

aggregate sum of pounds sterling to one fourth of the annual value thereof entered in the valuation roll, viz.:—

(1) All lands and premises used exclusively as a canal or basin of a canal, or towing path for the same, or as a railway, excepting the stations, depôts, wharves and buildings, which shall be assessable to the same extent as other lands and premises within the limits of compulsory supply;

(2) All the underground gas-pipes or underground works of any gas undertaking;

(3) All woodland, arable, meadow or pasture ground, or other ground used for agricultural purposes;

(4) All mines, minerals and quarries.

Rate to be levied for supply of water for domestic purposes beyond limits of compulsory supply.

52. The charge to be made by the Commissioners for the supply of water for domestic purposes to any person beyond the limits of compulsory supply, but within the limits of this Act, shall be at least equal to the combined amount of the domestic water rate and the public water rate herein-before mentioned levied at the time by the Commissioners, and shall be levied from the person receiving the supply, according to the full annual rent or value of the house, or premises occupied by him, and of any offices, gardens, yards and pertinents belonging thereto or occupied therewith respectively.

Mode of ascertaining rental of property.

53. The annual rent or value of all lands, heritages, houses, buildings and other premises and property liable to be assessed for the domestic water rate and the public water rate respectively, shall be fixed by the valuation roll or valuation rolls: Provided always that where the valuation roll does not afford the means of assessing the said rates or either of them in terms of this Act, the same shall be assessed by the Commissioners in such manner as shall in their opinion be just.

Unoccupied premises may be included in rates.

54. When any premises in respect of which any person may be liable to be assessed for the domestic water rate under the provisions of this Act shall at the time of assessing any such rate be unoccupied, then, and in every such case, it shall be lawful for the Commissioners to include such premises, describing them in the column in the water rate book appropriated to the name of occupier as being "unoccupied"; and if any person shall afterwards occupy such property during any part of the period for which such rate may have been assessed, it shall be lawful for the Commissioners to insert the name of such occupier, and to levy from him, or from the owner, if he shall be liable to pay the same, as in this Act provided, such part of the said rate as shall be proportioned to the time during which such person shall occupy such property, and every

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such person shall thereupon be deemed, to all intents and purposes, to be properly rated, and all such rates may be levied and recovered from the person who shall be liable to pay the same, under the provisions of this Act: Provided always, that any such person whose name shall be so inserted in such water-rate book, and such owner as last aforesaid, may appeal against the same to the Commissioners, as provided by this Act: Provided also, that except as aforesaid, no domestic water rate shall be payable by any person whatsoever in respect of unoccupied premises.

Power to rate the owners of houses in certain cases.

55. The owners of all dwelling-houses, or parts of dwelling-houses occupied as separate tenements, the annual rent or value of which houses or tenements shall not exceed the sum of four pounds, shall be liable to the payment of the domestic water rate instead of the occupiers thereof; and the powers and provisions herein contained for the recovery of the domestic water rate from occupiers shall apply and be construed to apply to the owners of such houses and tenements; and the person receiving the rent of any such house or tenement, as aforesaid, from the occupier thereof, on his own account, or as agent or factor for any person interested therein, shall be deemed the owner of such house or tenement: Provided always that the Commissioners shall allow to the owners of all dwelling-houses, or parts of dwelling-houses occupied as separate tenements, not exceeding four pounds of annual rent or value, who shall pay the domestic water rate authorised to be levied thereon by this Act, an abatement of ten per centum on the amount of such rate paid by such owner: Provided also that such owners shall, in the absence of agreement to the contrary, be entitled to receive from the occupiers of such houses the amount of the rates payable for their respective possessions.

Form of rate and notice thereof to ratepayers.

56. Every assessment for the domestic water rate and public water rate shall be fairly transcribed in the water-rate book to be kept for that purpose, and which may be in the form of the Fifth Schedule to this Act annexed, or to the same effect; and every such assessment shall contain an account of every particular set forth at the head of the respective columns, so far as the same can be ascertained; and notice shall be given to every person of the rate charged upon him, the place of payment, and the date at which such payment is required to be made, and that he may appeal to the Commissioners against the same within fourteen days after such notice.

Owner or occupier may be entered in water-rate book with-

57. If the name of any owner or occupier whose name is required to be entered in the water-rate book of the Commissioners, under the provisions of this Act, shall not, after due inquiry, be known to the Commissioners, it shall be sufficient to state such owner or

occupier in the water-rate book as the owner or occupier of the property to be rated by the designation of "the owner" or "the occupier," without stating his name or by such or the like description or designation as may appear in the valuation roll in force for the time.

out stating his name.

58. The water-rate book, immediately after any rate is assessed, shall be open to the inspection of any person interested or liable to pay such rate at all reasonable times; and any such person may take copies or extracts from the water-rate book of the rate in which he is interested or for which he is liable, without paying anything for the same; and any person having the custody of such rate book who refuses or does not permit any person so interested or rated as aforesaid to take copies or extracts in regard to such rate shall for every such offence be liable to a penalty not exceeding five pounds.

Water-rate book to be open to inspection of ratepayers.

59. The Commissioners may from time to time amend the water-rate book in respect of any such rate assessed by virtue of this Act, by inserting therein the name of any person claiming and entitled to have his name therein as owner or occupier, or by inserting therein the name of any person who ought to have been rated, or by striking out the name of any person who ought not to have been rated, or by making such other amendments therein as will make such rate conformable to this Act, and no such amendment shall be held to make void the rate: Provided always, that every person aggrieved by any such alteration shall have the same right of appeal therefrom as he would have had if his name had been originally inserted in the water-rate book, and no such alteration had been made; and as respects such person, the rate shall be considered to have been assessed at the time when he received notice of such alteration.

Rates may be amended.

60. If any person shall consider himself to be improperly or unduly rated, he may, within fourteen days from the date of the notice being given of such rate, lodge with the collector written objections signed by him; and the Commissioners or a committee named by them, shall proceed on such days and at such places as shall be fixed by them, and of which notice shall be given to such person by the collector not less than four days previously, to consider such objections, and shall dispose thereof summarily, and without written pleadings; and the decision of the Commissioners shall be final.

Any person aggrieved may lodge objections and be heard.

61. The Commissioners may assess the domestic water rate and the public water rate prospectively, in order to raise money to pay the interest on borrowed money, and contributions to the sinking fund, annuities and instalments, and charges and expenses to fall

Assessment of water rates.

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due or to be incurred thereafter, or retrospectively, in order to raise money to pay interest and contributions to the sinking fund, annuities and instalments, and charges and expenses already due or incurred, and such assessments may be made, levied and recovered, notwithstanding that the works authorised by this Act may not at the time have been made, or a supply of water given under this Act within the limits of compulsory supply; and the domestic water rate, and the public water rate, shall be assessed for the period from the term of Whitsunday in each year to the term of Whitsunday in the year following, and shall be payable at such place or places, and on such day in each year, as the Commissioners shall appoint, or otherwise as the Commissioners may determine; and the first assessment under this Act may be made and imposed as from the term of Whitsunday, one thousand eight hundred and ninety-one.

Mode of recovery of rates.

62. If any person shall refuse or neglect to pay any rates, rents or charges imposed upon him, or for which he is liable under the provisions of this Act, for the space of three months next after such rates, rents or charges shall be due and demanded by the collector, such demand being made by a written or printed notice left at the place of abode or place of business of such person, if such place of abode or place of business be within the limits of this Act, or if any such person shall not have any such known place of abode or place of business, by a written or printed notice left at the place of abode or place of business last known to have been occupied by such person within the limits of this Act, or sent through the post office, addressed to such person at his place of abode or place of business or his last known address, it shall be lawful for the collector either to recover such rates, rents or charges according to the ordinary procedure before any competent court, or to apply to the sheriff, or to any two justices of the peace for the county of Clackmannan for a warrant to any of their respective officers to enter the lands or premises occupied by such person, and to seize, take possession of, and carry away his goods and effects, or so much thereof as shall appear to be necessary, as after mentioned; and it shall be competent to the sheriff or justices, if they think fit, to grant such warrant, upon a certificate signed by the collector of such demand having been made, and of such person being in arrear to the amount stated in such certificate, together with one penny upon each pound of the rental of the property in respect of which such person is assessed in name of penalty; and if such rates, rents or charges and penalty shall not be paid, together with the costs or charges incurred in obtaining such warrant (as the same shall be fixed by the judge, and stated in the warrant), upon presentment of the said warrant to such person, or at his place of abode or place of business, then the

collector is hereby authorised to cause an officer or officers to seize, take possession of, and carry away so much of the goods and effects of such person as shall appear sufficient for satisfying by the sale thereof the rates, rents or charges due by him, with the penalty and costs, fixed as aforesaid, and the further charges incurred or to be incurred in carrying the warrant into execution; and if such rates, rents or charges shall not be paid within four days next after such seizure is made, together with the penalty, costs and charges, then the collector is hereby authorised to sell or cause to be sold the said goods and effects so seized, by public roup, at such public place as may be fixed by the Commissioners as a proper place for such sale; and the collector shall return the surplus of the price, if any, after payment of the said rates, rents or charges and penalty and costs, to the owner of the said goods and effects; and the collector shall be bound to preserve the warrants of such seizures and sales, and enter in a book to be kept for the purpose the names of the parties proceeded against, the rates, rents or charges due, the expense of the proceedings, and the net proceeds of such sales, which book shall be open without any fee to the inspection of all parties interested, for three months after the date of each sale, and at any time within that period it shall be competent to any party considering himself aggrieved to complain to the sheriff of anything done unjustly or oppressively in regard to such seizure or sale, such complaints being made in the form of a petition subscribed by the complainer, and the decision of the sheriff on such petition shall be final.

Recovery of rates not to be prejudiced by informalities.

63. No misnomer, mistake or informality committed in any proceedings for recovery of any rates, rents or charges under this Act shall prejudice the recovery thereof and expenses, nor shall such proceedings fall or abate by the death, resignation or removal of the collector instituting the same, or by any change in the persons holding office as commissioners, but it shall be lawful for the collector for the time to prosecute and follow forth procedure commenced and carried on in the name of any previous collector, in all respects as if such procedure had been taken by himself: Provided that it shall not be competent for any person to sue nor for any court of law to entertain any action or proceedings against the Commissioners, or the collector or officers, or other persons employed in executing any warrant in reference to any rates, rents or charges under this Act, by reason of any mistake, informality or misnomer, if the goods or other effects seized or sold under such warrant were bonâ fide the property or in the lawful possession of the person actually liable in payment of such rates, rents or charges under the provisions of this Act.

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Water-rate book to be evidence.

64. In any proceeding to levy and recover, or consequent on the levying or recovering of any rate, rent or charge under the provisions of this Act, the water-rate book of the Commissioners shall be received as evidence of such rate, and of the amount thereof.

Public rates to be open to inspection of Commissioners and others.

65. The Commissioners, or any person by them authorised, may from time to time inspect all or any of the public or parochial rates and assessments, embracing the lands and heritages within the limits of supply or any part thereof, and the books in which are contained all the assessments by which the same are made, and may take copies thereof, or extracts therefrom respectively; and any person having the custody of such rates and assessments and books, who shall not suffer the Commissioners, or any person authorised by them, to inspect the same at reasonable times, or to take copies thereof, or extracts therefrom, shall be liable to a penalty not exceeding five pounds for each offence.

Rates may be collected under the General Police and Improvement (Scotland) Act, 1862.

66. If it shall appear to the Commissioners that the rates and charges by this Act authorised may be more effectually levied, collected or recovered under the provisions of the Police Acts than under the provisions herein-before expressed, it shall be lawful for the Commissioners to levy, collect and recover the said rates and charges accordingly, and the same may be levied, collected and recovered, along with and in the same manner as the police assessment, or separately, as may be deemed most expedient, notwithstanding the provisions herein-before contained.

Water rates to be regulated so as not to exceed expenses.

67. If in any year the water revenue of the Commissioners shall be more than sufficient for all the purposes to which it is applicable, the Commissioners shall carry the surplus to the credit of the account for the following year; and when a deficiency occurs in one year it shall be provided for in the estimate and by assessment in the next year; and the Commissioners shall, as nearly as possible, so regulate the rates, rents or charges that they may, one year with another respectively, produce the amount of money required: Provided always, that the Commissioners shall not be bound under this Act to impose any rate other than a rate consisting of an integral number of pence in the pound.

Application of rates and charges.

68. The several rates, rents and charges, levied and received by the Commissioners under the authority of this Act, and the other income of the Commissioners for the supply of water, shall be applied in the manner and to the purposes following (that is to say):—

Firstly, in defraying the expense of managing and maintaining the water undertaking, including salaries and other payments to officers and servants, and the annual costs, charges and

expenses of providing and supplying water, and paying any feu duties and ground annuals, and other annual payments exigible in respect of any lands, streams or property forming part of the water undertaking;

Secondly, in payment of the interest on the money borrowed by the Commissioners under the Police Acts and this Act, with respect to the water undertaking;

Thirdly, in providing for the repayment by instalments, or annuities, or otherwise of money already borrowed or to be borrowed, and setting apart the sinking fund by this Act required;

Lastly, in payment of such portion of the costs of enlarging or increasing and renewing, and from time to time extending, the works, mains and pipes, as the Commissioners shall think it reasonable to charge against the revenue for the year, and of any other necessary annual expenditure, and for providing a reserve fund, which the Commissioners are hereby authorised to make, to meet any contingencies.

Application of penalties.

69. All penalties and forfeitures exigible under the provisions of this Act, and of the Acts wholly or partially incorporated therewith (excepting any penalties which may be imposed upon the Commissioners), shall be paid over to the Commissioners, instead of being applied in the manner provided by the last-mentioned Acts or the Acts therein referred to.

Prosecution of offences.

70. All offenders against any of the provisions of this Act, or of any of the Acts incorporated with the same respectively, or against any of the byelaws of the Commissioners, may be prosecuted, and all penalties and forfeitures in respect of offences against any of such provisions or byelaws may be recovered summarily, by and in the name of the clerk of the Commissioners for the time being, before the sheriff, or before any two or more of the justices of the peace for the county of Clackmannan.

Power to borrow.

71. The Commissioners may from time to time borrow on mortgage, or otherwise, any sums required for the purposes of this Act, and for executing the waterworks authorised by this Act, and for the purchase of land and other property and rights, and for the repayment of any money already borrowed for the purposes of the existing water undertaking, and for the general purposes of their water undertaking, not exceeding in the whole sixty thousand pounds, and may make and grant mortgages, or other securities, of the several rates, rents and charges by this Act authorised, in security of the money so borrowed and interest thereon. and any

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sums so to be borrowed may be borrowed on terms of the repayment thereof by annuity, instalment, or otherwise.

Commissioners may re-borrow.

72. If after having borrowed the sums of money by this Act authorised, or any part thereof, the Commissioners shall pay off the same or any part thereof otherwise than by means of annuities or instalments or of the sinking fund herein-after mentioned, it shall be lawful for the Commissioners again to borrow the amount so paid off upon the same securities as those upon which the moneys so paid off were secured, and so from time to time.

Commissioners may borrow on cash account.

73. The Commissioners may accept and take from any bank or banking company credit on a cash account to be opened and kept with such bank or banking company in the name of the Commissioners, according to the usage of bankers in Scotland, to the extent of the aggregate amount which the Commissioners are at the time authorised to borrow, or any part thereof, and may make and grant mortgages and assignations of their water undertaking, and of the several rents, rates and charges authorised and leviable under the authority of this Act, in security of the payment of the amount of such credit, or of the sums advanced from time to time on such cash account, with interest thereon: Provided always, that the whole sums due and owing by the Commissioners on such cash account, and borrowed by them on mortgage, shall never, when taken together, exceed the aggregate amount of the sum by this Act authorised to be borrowed.

Borrowing power for current expenses.

74. In order to raise such money as may be necessary to defray the current annual expenditure for the water undertaking of the Commissioners, until the rates, rents and charges, which they are authorised to levy, shall be levied and collected, they may borrow during the currency of any year, from the fifteenth day of May in one year to the fifteenth day of May in the succeeding year, in addition to the other sums authorised to be borrowed on the security of such rates, rents and charges, in such way and manner as they may deem most expedient, any sum or sums not exceeding in the whole two third parts of the estimated amount of such rates, rents and charges for the year then current, from any bank or banking company, or other company or person, on such terms and conditions, and in such form as may be agreed on between the parties: Provided always, that such sums so borrowed shall be paid off and extinguished at or before the fifteenth day of May concluding the year to which such borrowing applies.

Form of mortgage.

75. Every mortgage to be granted by the Commissioners shall be by deed duly stamped, in which the consideration shall be truly

stated, and may be in the form contained in the Second Schedule to this Act, or to the like effect, or as the circumstances may require. A.D. 1891.

Manner in which mortgages and orders on bank account to be signed and executed.

76. Every mortgage or other deed to be made, granted or executed by the Commissioners under this Act may be partly in writing and partly printed, and shall be signed by at least two of the Commissioners, and the treasurer or clerk; and all drafts or orders on the cash account before mentioned shall be signed by the treasurer and countersigned by two of the Commissioners: Provided always, that no Commissioner or any officer of the Commissioners shall, by his subscription of any deed, mortgage, interest warrant, draft, or order, be or be held to have rendered himself individually or personally liable for any obligation, or for the payment of any money borrowed, drawn or received, or any interest thereon, or of any sums whatsoever in respect thereof.

Transfers of mortgages.

77. Any person entitled to any such mortgage may transfer his right and interest therein to any other person; and every such transfer shall be by deed, or by indorsation on the mortgage duly stamped, wherein the consideration shall be truly stated, and may be in the form of the Third Schedule to this Act, or to the like effect.

Transmission of mortgages in case of bankruptcy.

78. If any such mortgage be transmitted by reason of the bankruptcy of the person entitled thereto, there shall be produced to the Commissioners official evidence of such bankruptcy, and of the vesting of the bankrupt estate in the trustee, official assignee, or other person to whom such estate shall be transferred.

Mortgages of rates to be personal estate.

79. All mortgages and all moneys advanced and lent on the security of the rates, rents and charges under this Act, shall be movable or personal estate, and transmissible as such, and shall not be of the nature of heritable or real estate.

Discharge of mortgages.

80. Any person entitled to any mortgage granted by the Commissioners under the authority of this Act may discharge the same, and his right and interest therein, in favour of the Commissioners; and every such discharge may be written, or partly written and partly printed, on the mortgage, and may be according to the form contained in the Fourth Schedule to this Act, or to the like effect; and such discharge, when signed by the person entitled to such mortgage and duly stamped, shall be valid and effectual to all intents and purposes.

Sinking fund.

81. The Commissioners may and in the event of their borrowing otherwise than on terms of repayment by annuity or instalment, shall in each year after the expiration of one year from the date of borrowing, set apart as a sinking fund, from and out of the rates,

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rents and charges and other moneys received by them from or on account of their water undertaking (other than money borrowed), such a sum as shall, by accumulation with compound interest thereon at the rate of three and a half per centum per annum, be sufficient to pay off the whole of the moneys for the time being outstanding whether already borrowed by the Commissioners or that may be borrowed by them under the powers and for the purposes of this Act, within fifty years from the time of borrowing such moneys respectively: Provided always that in the event of such repayment being made by way of annuity or instalment the annual amount of such annuity or instalment shall be sufficient to pay off as aforesaid the whole of such money so borrowed within the foresaid period of fifty years.

Application of moneys borrowed.

82. The sums borrowed by the Commissioners on mortgage or cash account, or otherwise, under the authority of this Act, except any sums borrowed for current expenses under this Act, shall be applied only to purposes to which capital is properly applicable.

Reservation of prior mortgages.

83. Nothing in this Act shall prejudice or affect the priority or other rights or remedies under any mortgages or securities or obligations granted by the Commissioners before the commencement of this Act, and then subsisting and secured on the water undertaking.

Protection of lender from inquiry.

84. No person lending money to the Commissioners shall be bound to inquire as to the observance by the Commissioners of any provision of this Act, or be bound to see to the application, or be answerable for any loss or non-application of such money or any part thereof.

Appointment of judicial factor.

85. In the event of any principal money borrowed by the Commissioners on mortgage or by way of repayment by annuity or instalment as aforesaid, or any interest thereon, not being paid within three months after such payment shall have become due, and after demand thereof in writing, it shall be lawful for any person, holding by himself or in conjunction with any other person joining in the application, not less than one thousand pounds, to render his or their security effectual by the appointment of a judicial factor; and the application for such appointment shall be made by summary petition to the court of session, or in time of vacation to the Lord Ordinary on the Bills, who are hereby respectively authorised and required, on such application being made by any person or persons holding the sum before specified, to appoint some person as judicial factor to the effect and with the powers herein-after mentioned, unless previously to such application being advised the amount of such principal money or interest, with interest thereon and expenses, shall

have been paid to the petitioner or petitioners, or unless the said Court or Lord Ordinary, as the case may be, shall be satisfied that consignation thereof should, under the circumstances, be accepted in lieu of payment, and such consignation be made accordingly; and the interlocutor making such appointment shall not be subject to review or appeal. A.D. 1891.

Powers and duties of judicial factor.

86. The judicial factor so appointed, on finding security in common form, shall exercise all the powers conferred by this Act upon the Commissioners, for and in relation to assessing, levying and recovering the several rates, rents and charges by this Act granted, and managing and maintaining the water undertaking; and the Commissioners shall hand over to him all rate books and other books and documents necessary for that purpose; and after defraying the expense of such application, management and maintenance, the said judicial factor shall, from time to time, apply and pay over the balance of the sums received by him to the several parties entitled to the same, according to the priority by this Act established; and such judicial factor shall continue, not only until all arrears due at the date of the appointment of such judicial factor and any interest which shall have become due during his continuance in office, with interest and expenses, including the expenses of the application for such appointment and of carrying the purposes thereof into execution, shall have been paid, but also until any half-year's interest which, although not due, may become current during his continuance in office, and a sufficient sum to meet expenses, shall have been paid or consigned in one of the chartered banks in Scotland; and upon payment and consignation as aforesaid of the said principal money, interest and expenses, it shall be lawful for the Commissioners to apply to the Court of Session or Lord Ordinary as aforesaid for the recall of the appointment of the judicial factor.

Costs of Act.

87. The costs, charges and expenses incurred in preparing for and obtaining this Act, and incidental thereto, shall be paid by the Commissioners.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

LANDS AND HERITAGES, OF WHICH PORTIONS ONLY MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parish.	No. on Deposited Plan.
Clackmannan - -	25A, 45, 82, 103, 104.

THE SECOND SCHEDULE.

FORM OF MORTGAGE.

ALLOA WATER.

Mortgage No. £.

By virtue of the Alloa Water Act, 1891, we, the Commissioners of Police of the burgh of Alloa, in consideration of the principal sum of [*specify amount*], paid by [*name and designation of mortgagee*] to the treasurer to the said Commissioners for the purposes of the said Act, do hereby grant and assign to the said [*name of mortgagee*], and his executors, administrators and assignees [*or as the case may be*], such proportion of the several rates, rents and charges to be levied by the said Commissioners under the authority of the said Act, as the said sum of [*specify amount*] doth or shall bear to the whole sum which is or shall be borrowed upon the credit of the said rates, rents and charges; to hold to the said mortgagee and his foresaids until the said principal sum and the whole interest due thereon shall be fully paid and satisfied; and it is hereby stipulated that the said principal sum shall be repayable on the [*date*], or shall thereafter, in virtue hereof, remain as a loan to the said Commissioners until the expiration of such further term of years, and at such rate of interest as shall be specified in a minute or minutes to be indorsed hereon, and signed by the said mortgagee or his foresaids, and by the said treasurer and by the clerk to the Commissioners, which minute or minutes are hereby declared and shall be held to be valid and binding, though they may be neither holograph of any of the said parties, nor tested; and the said Commissioners shall pay interest on

the said principal sum from the day of to A.D. 1891.
the said date of repayment first above-mentioned (being at the rate of [*specify rate*] per centum per annum); declaring that the said mortgagee and his foresaids shall not be entitled to make, and that the said Commissioners shall not be bound to recognise or register, any partial assignation of these presents, or of the sums of money, principal or interest, herein contained, and that the said Commissioners shall not be liable for any expenses that may be incurred by the said mortgagee or his foresaids for or in relation to the preparation, revision, adjustment or execution of this mortgage, or of any discharge, renunciation, assignation, or minute of postponement or renewal thereof.

In witness whereof [*testing clause, according to the law of Scotland*].

[Signed by two Commissioners and the treasurer or clerk.]

THE THIRD SCHEDULE.

Form of Transfer of Mortgage.

I [*name and designation of mortgagee*], in consideration of the sum of [*specify amount*], paid to me by [*name and designation of transferee*], do hereby transfer to the said [*name of transferee*], and his executors, administrators and assignees [*or as the case may be*], a certain mortgage, number [*number of mortgage*], dated the [*date of mortgage*], made in my favour by the Commissioners of Police of the burgh of Alloa by virtue of the Alloa Water Act, 1891, in connection with the water undertaking authorised by that Act, for securing the sum of [*principal sum in mortgage*] [*or if the transfer be by endorsement*, the within mortgage], together with the interest thereon from and after the [*date from which transferee is to be entitled to the interest*]. In witness whereof [*testing clause, according to the law of Scotland*].

THE FOURTH SCHEDULE.

Form of Discharge.

Received from the treasurer to the Commissioners of Police of the burgh of Alloa, acting on their behalf, the sum of
being the principal sum contained in the within mortgage (all interest due thereon having been previously paid), and the said mortgage is now delivered up as paid.

Dated this day of , one thousand eight hundred and

THE FIFTH SCHEDULE.

FORM OF WATER RATE BOOK.

Assessment for the domestic water rate and the public water rate under the Alloa Water Act, 1891, for the year, from the fifteenth day of May, one thousand eight hundred and , to the fifteenth day of May, one thousand eight hundred and , at the rate of in the pound for domestic water rate, and in the pound for the public water rate.

Number.	Name of Owner.	Name of Occupier.	Description and situation of Property.	Full Annual Value.	Domestic Rate at in the Pound.	Public Rate at in the Pound.

THE SIXTH SCHEDULE.

AGREEMENT between the Right Honourable WALTER JOHN FRANCIS ERSKINE, EARL OF MAR AND KELLIE (herein-after called "the first party"), of the first part, and the COMMISSIONERS OF POLICE FOR THE BURGH AND TOWN OF ALLOA, acting under and in virtue of the General Police and Improvement (Scotland) Act, 1862 (herein-after called "the second parties") of the second part.

WHEREAS the second parties are promoters, in the present session (1891) of Parliament, of a Bill, intituled "An Act to authorise the Police Commissioners "of the burgh of Alloa to provide an additional water supply to the burgh and "places adjacent; and to make and maintain new and additional waterworks; "and for other purposes"; by which Bill power to make certain reservoirs and other waterworks as therein mentioned, and to acquire certain lands, water, water rights and other property, for the purposes of the works and of the Bill, will be sought: And whereas the first party is proprietor of certain of the lands, water, water rights and other subjects proposed to be taken for the purposes of the said Bill: And whereas, in contemplation of the passing of the said Bill into law, negotiations have taken place between the parties hereto, and it has

been arranged that, on the first party undertaking not to oppose the said Bill in Parliament, the parties shall, on the said Bill becoming law, but not otherwise, except as herein-after provided, implement and fulfil the whole provisions and stipulations herein-after agreed to by them: Therefore the said parties do hereby agree and bind and oblige themselves as follows, viz. :—

1. That the first party shall not, either by himself or by any one authorised on his behalf, oppose the passing of said Bill into law.

2. That in the event of the said Bill becoming law the first party shall sell to the second parties for the considerations after specified, and the second parties shall purchase from the first party, the whole lands, properties, and rights, specified in the several heads of Table A hereto annexed, so far as belonging to the first party. In the said event the first party shall also sell to the second parties for the considerations herein-after specified, and the second parties shall purchase from the first party, all or so much of the lands, properties, and rights, specified in each of the several heads of Table B hereto annexed, as the second parties may from time to time desire to acquire for the purposes of their undertaking. The price or consideration to be paid by the second parties to the first party for the whole of the lands, properties and rights specified in Table A shall be the sum of ten thousand pounds sterling; and the respective prices or considerations to be paid by the second parties to the first party for each of the respective lands specified in Heads Second, Third, Fourth and Fifth of Table B, or of so much of each thereof as the second parties may desire to acquire for said purposes, shall be the respective rates per acre following, namely, for the lands specified in Head Second, thirty pounds; for the lands specified in Head Third, two hundred and fifty pounds; for the lands specified in Head Fourth, four hundred pounds; and for the lands specified in Head Fifth, four hundred pounds; all of the extent of each of the said respective lands from time to time taken. The foresaid price or consideration of ten thousand pounds sterling stipulated to be paid in respect of the whole of the lands, properties and rights specified in the several heads of Table A, and the foresaid prices or considerations at the rates foresaid stipulated to be paid for so much of each of the lands specified in Heads Second, Third, Fourth and Fifth of Table B, as the second parties may acquire for the purposes foresaid, shall be held to cover and include all claims for compensation at the instance of the first party for all, or any, or so much of the properties and rights specified in Heads First and Sixth of Table B, as the second parties may from time to time desire to acquire, and also to cover and include compensation for all damage, permanent or temporary, occasioned to the first party, or to his remaining lands by the abstraction of water, or the construction of the waterworks, or any part thereof, proposed to be authorised by the said Bill; but declaring always that the second parties shall be bound, at their expense, to make good all damage and injury to any buildings, roads, accesses, fences, drains or ditches, on the said first party's remaining lands, or to the surface of the said remaining lands which may be caused during the construction of any of the works sought to be authorised by the said Bill; and that, if the presently existing water supply of any fields or parks belonging to the first party be taken away, or destroyed by or by reason of any new works to be executed by the second parties, the second parties shall provide, at their expense, a sufficient supply of water, in lieu of the supply so taken away or destroyed, for which purpose the first party shall give all reasonable facilities free of charge. In the event of the second parties exercising the right hereby conferred upon them to purchase the subjects described in Head Second of Table B, in which case the

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first party will be deprived of the two cottages situated on the said subjects, which are marked Nos. 30 and 31, of the parish of Clackmannan, on the deposited plans and in the book of reference, they shall be bound to pay to the first party or his foresaids the further sum of one hundred and fifty pounds, in respect of such deprivation. The foresaid price of ten thousand pounds sterling shall be payable by the second parties to the first party, at the expiry of six months after the said Bill shall receive the Royal Assent, and shall bear interest at five per centum per annum from the date when the said Bill shall receive the Royal Assent until paid; and the price or prices of each of the lands specified in Heads Second, Third, Fourth and Fifth of Table B, or of so much of each thereof respectively as may be from time to time taken, shall be payable by the second parties to the first party within three months after the date when the second parties enter upon possession of each portion thereof from time to time taken, and shall bear interest at the rate of five per centum per annum from the date of entering upon possession of each portion. In so far as the second parties may not exercise the rights of purchase of any of the lands, properties and rights specified in the several heads of Table B before the expiry of the time that may be allowed by the said Bill when passed into an Act for the compulsory acquisition of lands, they shall be entitled, notwithstanding the expiry of said time, to exercise the said rights of purchase in so far as they shall not have been previously exercised at any time within the further period of seven years, but no longer. The first party binds and obliges himself and his successors to execute and deliver, at the expense of the second parties, all deeds and writings which may be necessary for giving full effect to the sales and purchases herein-before specified.

3. It is hereby expressly provided and declared by the parties hereto that the agreement contained in these presents shall in no way affect or prejudice--(1) All or any legal rights competent to any third party or parties to whom the first party or his predecessors have granted rights of supply of water; (2) all or any legal rights competent to the tenants of the coal, ironstone, fireclay and shale lying under the lands and estate of Alloa, nor any obligation incumbent upon said tenants for the cost, or any share of the cost of the maintenance of Gartmorn Dam and dam head and sluices; (3) all or any legal rights competent to the tenants of any of the lands specified in said Tables A and B; and (4) all or any legal rights competent to the tenants from whose lands water may be abstracted, or the legal claims of any person interested in the lands, water, water rights and others dealt with in these presents, or affected by the proposed works, all which rights competent to said third parties tenants and others, are hereby reserved entire to the parties in right thereof, to be dealt with and settled by the second parties at their own sole expense as if these presents had not been executed, but subject always to any exceptions or limitations which are or may be competent to the first party or his foresaids against all or any of such rights, which exceptions and limitations the second parties as coming in room of the first party may plead: And the second parties shall be bound to free and relieve the first party and his successors of and from all legal claims competent to or preferred by any such third parties tenants or others and of all expenses incident to such claims.

4. That the second parties shall afford to the family mansion house of Alloa, the offices, lodges, gardens and policies pertaining thereto, and the houses of all servants and employées situated within the said policies, and to the home farm of Bowhouse, a sufficient supply of water to be taken by the first party or his

foresaids at his or their expense from the mains or pipes of the second parties, for domestic use, and for washing-houses and buildings, and carriages and other vehicles; and for watering horses, cattle and other bestial; and for dairy purposes; and for watering gardens and roads; and to the same extent as at present for an ornamental fountain in the said policies; and that free of any charge or payment therefor to the second parties; and for any of the said purposes the first party and his foresaids shall have liberty to affix tubes or hoses to any service pipe or other apparatus of the first party or his foresaids. In the event of the first party and his successors desiring at any time to take off water for the uses foresaid, from the mains or pipes at a place or places different from those at which the same is at present taken off for the said uses, he and they shall be permitted to do so by affixing service pipes to the said mains or pipes at his or their expense at such point or points, and in such way and manner as may be approved by Robert Carstairs Reid, C.E., Edinburgh, or the engineer for the time being of the second parties: And it is hereby expressly provided and declared that no part of the said family mansion house, offices, lodges, gardens and policies, houses of servants and employées situated as aforesaid, or the said home farm, shall be subjected to domestic water rate or public water rate, or any other rates or assessments to be imposed under the said Bill when passed into an Act; but provided always that in the event of any part of the said family mansion house and the offices, lodges, gardens and policies pertaining thereto, and the houses situated within the said policies, or of the said home farm, being let or occupied and possessed separately from the remainder thereof, or being sold, feued, or otherwise alienated, or let on building lease, the second parties shall not be bound to continue to supply water free of charge to any part that may be let or occupied and possessed separately as aforesaid, or that may be sold, feued or otherwise alienated, or let on building lease as aforesaid, and that any such part shall thereafter be subject to domestic water rate and public water rate, and any other rates or assessments that may be imposed under the said Bill when passed into an Act.

5. That the second parties shall afford sufficient supplies of water, to be taken free of any charge or payment therefor to the second parties, to the lands and estate of Alloa belonging to the first party in so far as the same are situated beyond the limits of compulsory supply and within the limits of the Bill for the sole and exclusive purpose of raising steam and for condensing engines for winning coal, ironstone, fire-clay and shale and other minerals; declaring expressly that the first party and his successors, or his or their tenants, shall not be entitled to receive water for condensing engines used for any pumping purpose, excepting only water to the extent now used by a five-inch pipe at the present pumping engine at Holtown, and that the water used for condensing at said pumping engine at Holtown, as also the water used for condensing at all other engines shall, after being used, be conducted by the first party and his foresaids, and his or their tenants, into Brathie Burn, at a point above the road leading from the Old Whins Toll Bar to the Old Gabberston Toll Bar. The foresaid supplies of water shall be taken off by the first party and his foresaids, or his or their tenants, at such point or points in the Lower Aqueduct as may be agreed upon and, failing agreement, at such point or points in the said Lower Aqueduct as may be determined by the sheriff of Clackmannan upon application to him for that purpose by either of the parties; and all connexions with the said Lower Aqueduct at the point or points agreed upon or determined as aforesaid shall be made and maintained at the expense of the

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first party and his successors, and at the sight and to the satisfaction of the said Robert Carstairs Reid, or of the engineer for the time being of the second parties.

6. That the second parties shall further afford to the first party and his foresaids, or to his or their tenants, sufficient supplies of water to be taken free of any charge or payment therefor to the second parties, for the purposes following, viz.:—(1) For domestic and steam power purposes only, for the use of Alloa Mills, by means of a pipe not exceeding one and a half inches in diameter; (2) For raising steam for two cranes used by the first party, or his tenants, at the harbour of Alloa; and (3) for one railway locomotive engine used by the first party or his tenants; all which several supplies shall be taken by the first party and his foresaids, or his or their tenants, at his or their expense, from the main pipes of the second parties at the points at which they are at present taken off.

7. It is hereby provided, with respect to all supplies of water herein stipulated to be afforded by the second parties to the first party and his foresaids, or his and their lands as above specified, that the first party and his foresaids shall be bound to take all proper precautions against any part of the said supplies being suffered to run to waste; and that, if and when required by the second parties, the first party and his foresaids shall be bound, at his and their expense, to affix to the pipes or other means whereby said supplies are used, and to maintain in an efficient state of repair, such appliances for the prevention of waste as may be prescribed by the said Robert Carstairs Reid, or the engineer for the time being of the second parties.

4. The sole and exclusive rights of fishing, shooting and sporting in or over Gartmorn Dam, and in or over the Gartreilly Reservoir, when formed; and the sole and exclusive right to keep or use pleasure boats and other boats on the said dam and reservoir, excepting only such boat or boats as may be necessary for inspecting, repairing and maintaining the second parties works, and also the sole and exclusive right of curling and skating on the said dam and reservoir, are hereby expressly reserved to the first party; but without prejudice to the concurrent rights of any proprietors of other adjacent lands of fishing, shooting, sporting or boating upon the said Gartmorn Dam which at present exist.

9. That, in the event of the said Bill becoming law, the agreement between the late Right Honourable Walter Coningsby, Earl of Kellie, and the predecessors of the second parties, dated thirtieth January, one thousand eight hundred and sixty-nine, and other dates, and recorded in the court books of the shire of Clackmannan, on the ninth February, one thousand eight hundred and sixty-nine, shall cease and determine; but, notwithstanding such cessation and determination, there is hereby (as in said agreement) reserved entire and unprejudiced the grant executed by the late Right Honourable John Francis, Earl of Mar and Kellie, with certain consents in favour of John Ewing, writer in Alloa, as clerk to, and for behoof of, the Commissioners then acting for the said burgh of Alloa, dated twenty-fifth August, one thousand eight hundred and fifty-four, and other dates, and recorded in the books of Council and Session on the sixth February, one thousand eight hundred and sixty-four, in so far as it relates to the customs of the said town of Alloa, the dung or rakings of the streets, and the ground of the new market place in the said town of Alloa.

10. That in the event of the said Bill becoming law, and in the further event of the second parties, by themselves, their tenants or others, working the coal and other minerals within or under any part of their undertaking as specified in the said Bill, the second parties and their mineral tenants shall have power to pass and convey the same, through any part of the lands or minerals belonging to the first party and his foresaids, or his or their mineral tenants, and to convey the same over the private railways on his and their lands (but if and so far only as he shall have power to grant the said right, and if and so long only as the said private railways shall be in use by him or his tenants for conveying their own minerals) to the harbour and railway stations of Alloa, and that at a rate of conveyance or wayleave to be mutually agreed upon, and failing agreement at a rate of conveyance or wayleave to be fixed by any person to be named by the sheriff of Clackmannan, on the application to him for that purpose of either of the parties to these presents or their successors; but nothing herein contained shall be held to impose any obligation upon the first party or his successors, or their tenants, to maintain the said private railways longer than they think proper; and, providing also that the first party and his successors and their tenants shall always have a preference for their own mineral traffic upon the said private railways. It is also agreed that the first party and his successors and his or their mineral tenants shall have power and be entitled to pass and convey coal and other minerals of any kind from neighbouring properties belonging to other proprietors, or from his own property through any part of the lands or minerals belonging to the second parties, and that free of payment of wayleave to the second parties. It is further agreed that for the purpose of enabling each of the parties to exercise the foresaid power of passing and conveying coal and other minerals through the lands or minerals belonging to the other party, each of them shall be at liberty to cut and make such mines, levels, or underground roads, as may be requisite for that purpose, in and through the lands or minerals belonging to the other, but always upon payment of a reasonable royalty on any coal or other minerals that may be worked out in the course of making the said mines, levels or underground roads; and it is hereby expressly provided and declared, as regards any such cutting and making in or through any part of the lands, minerals and others specified in Heads First and Second of Table A hereto annexed, that the same shall be subject to the provisions of sections twenty-four and twenty-six of the Waterworks Clauses Act, 1847, which provisions are hereby declared to be applicable to the said lands, minerals and others: Providing and declaring also that the powers conferred by this clause on the second parties shall be exercised subject to the rights of the present lessees of the first party's Alloa mineral field.

11. The whole legal expenses incurred and to be incurred as between agent and client, and also all other expenses for mining engineers and other skilled assistance and advice which the first party has been and shall be put to in connexion with this agreement, including such expenses as between agent and client as the first party may consider it necessary to incur during the progress of the Bill through Parliament for the purpose of securing the confirmation of this agreement without material alteration, or which he may be put to in connexion with carrying the sales herein-before specified into effect, as the said expenses shall, in the event of any difference between the parties regarding the same, be taxed by the auditor of the Court of Session, shall, whether the said Bill be passed into law or not, be paid by the second parties, and the second parties

A.D. 1891. hereby undertake to free and relieve the first party of all such expenses incurred and to be incurred.

12. Except where otherwise expressly stated, the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone, and all mines, metals, minerals and fossils, though not herein specially enumerated, within and under the lands, and others or any part of them specified in said Tables A and B hereto annexed, are reserved to the first party and his successors, with power to work, win and carry away the same as fully and freely as if this agreement had never been entered into: Providing always, that notwithstanding the said reservation, the provisions of the Waterworks Clauses Act, 1847, with respect to mines shall be applicable to the subjects of the said reservation. As regards the trees and timber reserved to the first party in Head First of the said Table A, the first parties shall be bound to cut down and remove the same before the first day of February in any year on receiving six months previous notice from the second parties requiring him to do so.

13. All conduits, aqueducts, mains and lines of pipes, which shall hereafter be laid and constructed by the second parties within the first party's lands shall, as far as practicable, follow the lines of existing streets and roads, or of intended new streets and roads, and shall be so laid and constructed as not to interfere with the use of the land for agricultural purposes, and so as to facilitate as much as possible the feuing of the first party's lands, and the erection of houses and other buildings thereon: And it is hereby agreed that the first party and his successors, and his or their mineral tenants, shall not be liable to the second parties for any damage that may be occasioned to the said conduits, aqueducts, mains or lines of pipes, by or by reason of the past working of any minerals under the first party's lands.

Lastly.—It is hereby declared that this agreement is made subject to such alterations as Parliament may think fit to make thereon; and the same shall be scheduled to and confirmed by the Bill, and such other steps shall be taken as may be necessary on the part of the promoters of the Bill, for carrying this agreement into full effect as if it were a part of the proposed Act. If Parliament shall make any alteration on this agreement material to the substance thereof, either party may withdraw therefrom; and, in the event of the said Bill not being passed in the present session or in the immediately succeeding session of Parliament, this agreement and all that may follow thereon shall be null and void, and neither party shall be bound thereby: Provided, nevertheless, that the second parties shall always remain bound to free and relieve the first party of all expenses specified in Article Eleventh of this agreement. In Witness whereof, these presents, written on this and the five preceding pages by Andrew Gray Muir, clerk to Morton, Smart and Macdonald, law agents and conveyancers in Edinburgh, are, along with the Tables A and B hereunto annexed, executed in duplicate as follows, videlicet, are subscribed by the said Walter John Francis Erskine, Earl of Mar and Kellie, at London, on the thirteenth day of April, in the year one thousand eight hundred and ninety-one, before these witnesses Arthur William Cotton, lieutenant, Grenadier Guards, Chelsea Barracks, London, and Henry Blundell Hawkes, lieutenant, Coldstream Guards, Chelsea Barracks, London; and are subscribed at a meeting of the said Commissioners of Police for the burgh and town of Alloa, held at Alloa, on the fifteenth day of April, in the year last mentioned, by George Younger, brewer in Alloa chief magistrate of the burgh of Alloa, the preses, and James Whitehead

Moir, solicitor, Alloa, clerk to the said Commissioners of Police, the clerk of the said meeting as representing the said Commissioners, and as duly authorised and empowered by them to subscribe this agreement on their behalf, before these witnesses Charles Gray and William Muir, both law clerks, Alloa; declaring that this testing clause from and after the words, "In witness whereof," is written by Alexander Taylor, also clerk to the said Morton, Smart and Macdonald. A.D. 1891.

A. W. Cotton, Witness.
H. B. Hawkes, Witness.
Chas. Gray, Witness.
Wm. Muir, Witness.

Mar and Kellie.
Geo. Younger, P., Chief Magistrate.
J. W. Moir, Clerk to the Comrs. of Police of the burgh of Alloa.

TABLE A.

Head First.—The Upper Aqueduct and works connected therewith, commencing in the Black Devon, at a point above Forest Mill, and terminating in Gartmorn Dam; and Gartmorn Dam and all the lands submerged by the water of Gartmorn Dam, the islands in the said dam, the site of the embankment of said dam, the shores and lands between top water level of said dam and the landward boundaries of said dam and the water and the embankment of said dam (but exclusive of all trees and timber on the said islands in Gartmorn Dam, all which trees and timber with full and free right and power to cut down and carry away the same, are expressly reserved to the first party to the foregoing Agreement); together with the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone, and all other mines, metals, minerals and fossils, though not herein specially enumerated, within or under the lands and others above specified, so far as not already worked out, but subject always to any current lease or leases of the same, and the rights of the lessees thereunder, and also subject to the provisions of sections twenty-four and twenty-six of the Waterworks Clauses Act, 1847, which provisions are hereby declared to be applicable to the said lands, minerals and others; and also the Lower Aqueduct and works connected therewith, commencing at the embankment of Gartmorn Dam, and terminating in the Sauchie Burn, at or near the coal work of the Alloa Coal Company at Keilarsbrae, including the pumping engine and wheel at Keilarsbrae, and all the pipes and appurtenances connected therewith, and the pipe or pipes leading from the said Lower Aqueduct to the Whins at Alloa, all in so far as the said lands and other subjects above specified, exclusive as aforesaid, belong to the first party,—all which lands, subjects and others are situated in the parishes of Clackmannan and Alloa, and county of Clackmannan.

Head Second.—The lands at Jellyholm, extending to one acre, three roods, twenty-nine and a half poles, or thereby, on which the second parties existing waterworks, filters and tank are situated, together with the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone, and all other mines, metals, minerals and fossils, though not herein specially enumerated, so far as not already worked out, within or under the said lands and others, and within and under a space extending forty yards (or so far not being more than forty yards as the property of the said first party extends) from the boundaries of said lands and others, all which lands, subjects and others are situated in the

A.D. 1891. parish of Alloa, and county of Clackmannan, but subject always to any current lease or leases of the same, and the rights of the lessees thereunder, and also subject to the provisions of sections twenty-four and twenty-six of the Waterworks Clauses Act, 1847, which provisions are hereby declared to be applicable to the said lands, minerals and others.

Head Third.—The lands at Keilarsbrae, extending to three roods or thereby, on which the filters and tanks used for supplying the village of Sauchie with water are situated, and the right or servitude of conducting water thereto from the lower aqueduct, together with the said filters and tanks, and the pipes and appurtenances conducting the water therefrom to said village, in so far as the said servitude filters, tanks, pipes and appurtenances belong to the first party.

Head Fourth.—All the right and interest of the first party in, and his right of abstracting water from, the Black Devon, and the streams and tributaries thereof and of conducting the same by means of the Upper Aqueduct leading from the Black Devon into Gartmorn Dam, and of impounding and storing said water in said dam, and of using the same for the purposes of the intended Act, and particularly, and without prejudice to the foregoing generality, all rights and privileges pertaining to the first party in and by virtue of the following deeds, or any of them, viz. :—(1) Minute of contract between James Erskine, of Grange, for himself, and as burden-taker for John, Earl of Mar, on the one part, and Sir John Schaw, of Greenock, Baronet, on the other part, dated twenty-first April, one thousand seven hundred and eleven, and addition thereto dated twenty-eighth April, one thousand seven hundred and eleven, both recorded in the books of Council and Session, sixteenth June, one thousand seven hundred and thirty-six; (2) Grant of an aqueduct by Sir John Areskine of Alva, Baronet, in favour of John, Earl of Mar, dated twenty-seventh October, one thousand seven hundred and eleven, and recorded in the books of Council and Session, sixth July, one thousand seven hundred and thirty-six ; (3) Contract betwixt John, Earl of Mar, on the one part, and Colonel William Dalrymple of Glenmuir, and Alexander Inglis of Murdyston, conjunct heritable proprietors of the lands and barony of Clackmannan, on the other part, dated twenty-sixth January, one thousand seven hundred and thirteen, and recorded in the books of Council and Session, sixth July, one thousand seven hundred and thirty-six ; (4) Minute of agreement and contract entered into between David Erskine of Dun, and James Erskine of Grange, with the special advice and consent of Thomas Erskine, commonly called Lord Erskine, on the one part, and Sir John Schaw, of Greenock, Bart., on the other part, dated twenty-fourth and twenty-sixth November, one thousand seven hundred and thirty-six, and recorded in the books of Council and Session, twenty-fourth January, one thousand seven hundred and thirty-seven ; (5) Tack between the said Sir John Schaw and Thomas, Lord Erskine, dated March and seventeenth November, one thousand seven hundred and forty-four, and eighteenth April, one thousand seven hundred and forty-five, and recorded in the books of Council and Session, sixteenth August, one thousand seven hundred and forty-six ; and (6) Agreement between William, Earl of Dumfries, on the one part, and the said Thomas Lord Erskine, on the other part, dated ninth and twentieth August, one thousand seven hundred and forty-six, but subject always to and under burden of the conditions, limitations and obligations contained in said deeds, in so far as these conditions, limitations and obligations form burdens upon or are incident to the abstracting, conducting, impounding and storing, and using of said water, and are still capable of being enforced.

Head Fifth.—The whole pertinents of the lands, waters, rights and privileges, and subjects and others first, second, third and fourth above specified, including all works, embankments, buildings, sluices, overflow channels, mill-leads, pipes, conduits, dam dykes, bridges, culverts, and other accessories, and conveniences of and connected with the same, in so far as the first party has right thereto.

Head Sixth.—(1) The water and water power of the land and buildings at Forest Mill, occupied and used as a sawmill, and of the thrashing mill adjoining it; and (2) the water and water power used for driving the wheel of the Alloa Mills.

Head Seventh.—The perpetual easements, servitudes, rights and privileges in and over and affecting the lands of the first party: (1) in so far as the said lands are used for maintaining the presently existing line of pipes, commencing at the outlet of the Gartmorn Dam, and proceeding by the second parties waterworks at Jellyholm, and terminating in the burgh of Alloa; and the presently existing lines of pipes commencing at the filters and tanks at Keilarsbrae, and terminating at the village of Sauchie, and at the Whins; (2) in so far as the said lands may be taken and required for constructing and maintaining further lines of pipes to be placed alongside the said presently existing lines of pipes; and (3) in so far as the said lands may be taken and required for constructing and maintaining a branch cut or line of pipes, with all necessary gauging apparatus, commencing in the Upper Aqueduct before-mentioned in this Table, at or near the sluice which supplies the water power of the sawmill and thrashing mill at Forest Mill, and terminating at a point in the Black Devon opposite to said Forest Mill.

TABLE B.

Head First.—The right and privilege of abstracting water from the stream called Foulbutts or Lilly's Burn and the streams and tributaries thereof by means of an aqueduct, conduit or line of pipes forming the Work No. 5 specified in the Bill, as deposited in the Private Bill Office of the House of Commons, commencing in said stream and terminating in the reservoir forming the Work No. 1, specified in the Bill.

Head Second.—The lands that may be required by the second parties for and in connection with the construction of the reservoir forming the Work No. 1, specified in the Bill, to be situated on the Gartreilly Burn, and the house erected on said lands, together with the right to appropriate the waters of the said Gartreilly Burn, and the streams and tributaries thereof, and to impound and store the same, as also the water led from Foulbutts or Lilly's Burn, in the said reservoir, and to use the said waters.

Head Third.—The lands immediately adjoining the second parties present waterworks, filters and tank at Jellyholm, that may be required by the second parties for and in connection with the formation of extensions and additions to said waterworks, filters and tank.

Head Fourth.—The lands that may be required by the second parties for and in connection with the formation of filters and a tank to be situate at the termination of the aqueduct, conduit or line of pipes mentioned third in the sixth head of this table, together with a right or servitude of access thereto from the nearest public road.

A.D. 1891.

Head Fifth.—The lands that may be required by the second parties for and in connection with the formation of a regulating pond to be situate in the field, No. 465 of the Ordnance plan of the parish of Alloa, and opposite to Gabberston Woollen Mill, which lands shall be bounded on the south by a line which, for a distance of two hundred feet back, shall be at right angles to the public road from the Old Whins Toll Bar to the Old Gabberston Toll Bar, and shall be bounded on the north and east sides by the Brathie Burn and the said public road.

Head Sixth.—The perpetual easements, servitudes, rights and privileges in and over and affecting the lands of the first party in so far as the same may be taken and required for constructing and maintaining the following works, viz.:—(1) The aqueduct, conduit or line of pipes, forming the Work No. 5 specified in the Bill as deposited, commencing in the stream called Foulbutts or Lilly's Burn, and terminating in the reservoir forming the Work No. 1 specified in the Bill as deposited; (2) the aqueduct, conduit or line of pipes forming the Work No. 6 specified in the Bill as deposited, commencing in the reservoir forming the Work No. 1 specified in the Bill as deposited, and terminating at a point in the aqueduct at or near the sluice which supplies the water power of Forest Mill; (3) the aqueduct, conduit or line of pipes, forming the Work No. 8 specified in the Bill as deposited, commencing in the service reservoir, forming the Work No. 3 specified in the Bill as deposited, and terminating in the parish of Alloa, at a point in the Forebraes to the north-west of the Alloa Hospital; (4) an aqueduct, conduit or line of pipes, commencing in the filters and tank mentioned in the fourth head of this table, and terminating in the public road leading from Alloa to Stirling at the western boundary of the first party's lands; (5) a line or lines of pipes to be laid alongside of the existing line of pipes supplying Carsebridge distillery with water from the Lower Aqueduct proceeding from Gartmorn Dam, at a point seventeen yards or thereabouts above the eastern boundary of Keilarsbrae Spinning Mills; and a line of pipes from Keilarsbrae Spinning Mills to a point in the public road at or near the Whins, and to be laid alongside the presently existing pipe supplying Whins Foundry; and (6) a line of pipes commencing in the Brathie Burn at or near its junction with the Carsebridge or Sauchie Burn, and following as nearly as may be the line of the Burn, and terminating in the regulating pond mentioned in the fifth head of this table; and a further line of pipes commencing in the said regulating pond and terminating in the Brathie Burn at or near Gabberston Dam, with all necessary gauges.

MAR & KELLIE.
GEO. YOUNGER P.
J. W. MOIR, Clerk.

THE SEVENTH SCHEDULE.

AGREEMENT between THE COMMISSIONERS OF POLICE FOR THE BURGH AND TOWN OF ALLOA, acting under and in virtue of the General Police and Improvement (Scotland) Act, 1862, (herein-after called the first parties) of the first part, and THE RIGHT HONOURABLE WILLIAM DAVID MURRAY, EARL OF MANSFIELD, K.T. (herein-after called the second party), of the second part.

WHEREAS the first parties are promoters in the present Session (1891) of Parliament of a Bill entituled "An Act to authorise the Police Commissioners "of the burgh of Alloa to provide an additional water supply to the burgh "and places adjacent; and to make and maintain new and additional Waterworks; "and for other purposes," by which Bill power to acquire certain lands and premises, water, water-rights and other property for the purposes of the works and of the Bill are sought: And whereas the second party is heir of entail in possession of certain of the lands and premises proposed to be taken for the purposes of the said Bill, or from which it is proposed to abstract water: And whereas, in contemplation of the passing of the said Bill into law, negotiations have taken place between the parties hereto, and the following arrangement has been made: Therefore the said parties do hereby agree and bind and oblige themselves as follows, viz.:—

First.—In the event of the said Bill becoming law, the claims of the second party for compensation for lands or premises taken for the purposes of the said Bill, and for all damage, permanent or temporary, occasioned to him, or to his remaining lands or premises, by the abstraction of water, or the construction of the works proposed to be authorised by the said Bill, shall be settled in manner provided for by the Lands Clauses Acts.

Second. In respect the second party and his predecessors have hitherto had the right of fishing, fowling, shooting and sporting in and over Gartmorn Dam, and of keeping and using pleasure boats and other boats on said dam; the second party and his successors shall have that right in time to come, but without prejudice to the concurrent rights of any proprietors of adjacent lands of fishing, shooting; sporting or boating upon said dam, and also without prejudice to the first parties keeping and using such boat or boats on said dam as may be necessary for inspecting, repairing and maintaining the works of the first parties; and in order to the exercise of the said right by the second party and his successors, the Commissioners shall, in the event of their erecting fences to enclose the said dam or their works at said dam, make and maintain three gates in such fences at places to be pointed out by the second party for the use of the second party and his successors in going to and from the said dam and taking boats on to or off the same.

Third.—With respect to the water that may be pumped from or may arise in connection with collieries, shafts, workings, or others in the second party's lands or mineral fields, it is agreed as follows, viz.: All the said water may be conducted by the second party or his foresaids, or his or their mineral tenants into

A.D. 1891. the Gartmorn Dam or its tributaries, and that free of any charge or payment being made therefor to the first parties; but it is hereby expressly declared that in the event of the first parties being at any time of opinion that the inflow of said water into Gartmorn Dam is detrimental and injurious to the quality of the water in Gartmorn Dam, the first parties shall be entitled to conduct the same by means of a sufficient pipe laid along a line to be mutually agreed upon by the parties hereto, either into Brathie Burn or into the Black Devon, and upon such pipe being constructed, the second party and his foresaids and his or their mineral tenants shall be bound to allow said water to flow into such pipe and to cease to conduct said water into Gartmorn Dam. The second party and his foresaids shall give the way-leaves necessary for the laying and maintaining of said pipe free of charge, subject always to the first parties compensating the occupiers of the second party's lands for any surface damage occasioned by such laying and maintenance, but the cost of providing the said pipe and of laying and maintaining the same shall be borne by the first parties.

Fourth.—The first parties shall have no claim against the second party or his foresaids by reason of sewage or drainage from the lands of Gartenkeir and Sheriffyards, or Gartmorn and Gogar and Gartenclair and others falling into and polluting the water of Gartmorn Dam or its tributaries, nor shall the first parties be entitled to prohibit the second party or his foresaids from conducting the said sewage or drainage into the said dam or its tributaries, but the first parties shall be entitled, if they see fit, to lay a pipe, at their own cost, in and through the lands of the second party along a line to be mutually agreed upon by the parties hereto for the purpose of intercepting the said sewage or drainage and carrying it away past the dam, and the second party and his foresaids shall give the way-leaves necessary for the laying and maintaining of said pipe free of charge, subject always to the first parties compensating the occupiers of the second party's lands for any surface damage occasioned by such laying and maintenance. In the event of the first parties resolving to intercept and carry away said sewage or drainage by means of the pipe specified in the immediately preceding clause hereof, they shall be at liberty to do so, and it is hereby provided that the same pipe as is referred to in this article may be used by the first parties for the purposes specified in the immediately preceding article.

Fifth.—The second party shall be at liberty to take a suppy of water for the farms, houses and steadings, offices and others of Sheriffyards, Gartenkeir and Gartmorn and Schawpark, including Schawpark House and offices and gardens, for the primary uses thereof, not only from the Upper Aqueduct leading from the Black Devon above Forest Mill into Gartmorn Dam but also from said Gartmorn Dam, and said supply may be taken off by the second party at his own cost, from said aqueduct and dam, either by manual labour or by means of a hydraulic ram or turbine, or other wheel to be erected by him upon his own property and said ram or turbine or other wheel shall be connected with the said aqueduct and dam, and the pipes conducting the water to the said farms and others, shall be fitted with proper appliances for the prevention of waste of water, all in manner to be approved of by the first parties, and with respect to said pipes the first parties agree when required by the second party, or his successors, to provide and lay the same at their own expense up to a cost limited to one hundred pounds sterling.

Sixth.—Subject to maintaining suitable accesses to Gartmorn Dam, for the exercise of the second party's right of fishing, fowling, shooting and sporting,

and keeping and using boats as specified in the second clause hereof, the first parties shall be entitled to completely fence off Gartmorn Dam and the Upper Aqueduct, but if and in so far as they shall fence off the same as aforesaid, they shall be bound, at their own cost, to erect and maintain suitable troughs in each field on the second party's lands contiguous to or abutting upon said dam and aqueduct, and efficiently to supply the same with water free of charge, and the second party shall give, free of charge, all way-leaves necessary for the construction and water supply of the said troughs, and the laying of the pipes thereto, and for the maintenance thereof, subject always to the first parties compensating the occupiers of the second party's lands for any surface damage occasioned by such construction and water supply and laying and maintenance, but in the event of said fence or works extending at any point beyond the boundaries of the property of the first parties into the property of the second party, the second party shall be compensated for any land taken by such extension, in manner specified in the first article hereof, besides the occupiers of any such land being compensated for any loss of occupation consequent on such taking.

Seventh.—The first parties shall be entitled, free of charge or payment therefor, to such way-leaves as may be necessary for laying and maintaining pipes through the second party's lands, along lines to be mutually agreed upon by the parties hereto, for the supply of water to premises upon the lands and barony of Sauchie, and others belonging to the second party, subject always to the first parties compensating the occupiers of the second party's lands for any surface damage occasioned by such laying and maintenance.

Eighth.—The second party and his successors, and his and their mineral tenants, shall have the right of drawing water from Gartmorn Dam or any of its tributaries for raising steam for the working and away carrying of the minerals in the second party's lands and mineral fields: Provided always that the water so taken shall not be wasted, and that any surplus shall be returned unpolluted to the said Gartmorn Dam or its tributaries.

Ninth.—The roadway at present leading from Gartmorn Farm lands to the part of that farm known as Duncanson's Knowe, shall be raised by the first parties to a height corresponding with the additional height to which they may raise the water in Gartmorn Dam, so as to afford dry access at all times, such roadway being made of sufficient width for cart traffic, which roadway so raised and made shall thereafter be maintained by the first parties, and the first parties shall also put up a proper fence, with such gate or gates as may be requisite along each side of the said roadway, so as to prevent accidents, and shall thereafter maintain the fences and gate or gates so put up.

Tenth.—The second party and his successors, and his or their mineral tenants, shall be entitled to make and maintain a railway along the side of Gartmorn Dam, and in the construction thereof they shall be entitled to cross the fork of the dam at Duncanson's Knowe by a bridge, and also to encroach upon and round off corners of the dam for the purpose of the more convenient construction of the railway: Provided always that the second party and his foresaids shall protect the railway embankments from the wash of the dam, at their own cost, and shall, in using the said railway, take means, to the satisfaction of the first parties, to prevent pollution of the water of the dam.

Eleventh.—The obligations in favour of the second party specified in this agreement shall, upon their performance, including the settlement of the second

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party's claims, as set forth in articles one and six hereof, form compensation in full to the second party and his heirs and successors for all damage, permanent or temporary, occasioned to him or them, or to his or their remaining lands by the abstraction of water, or the construction of the waterworks proposed to be authorised by the said Bill, and it is hereby agreed, that the second party and his foresaids shall have no claim against the first parties through failure to afford the supplies of water herein-before specified, in consequence of accidents to the works or plant connected with the water undertaking of the first parties, such accidents, however, being always repaired by the first parties as soon as possible.

Twelfth.—This agreement is made subject to the same being sanctioned by Parliament, and to the said Bill being passed into law, and in this agreement the word "lands" and the word "premises" shall have the same meaning as in the said Bill; and both parties consent to the registration hereof for preservation. In witness whereof these presents, written on this and the four preceding pages by James Stewart Mowat, clerk to Morton, Smart and Macdonald, law agents and conveyancers in Edinburgh, are executed in duplicate as follows, viz., are subscribed by the said Right Honourable William David Murray, Earl of Mansfield, at Scone Palace, Perthshire, on the twentieth day of April, in the year one thousand eight hundred and ninety-one, before these witnesses Andrew Hunter Ballingal, writer to the signet, Perth, and Archibald Hay, valet to the said Earl of Mansfield; and are subscribed at a meeting of the said Commissioners of Police for the Burgh and Town of Alloa, held at Alloa on the twenty-first day of April, in the year last-mentioned, by George Younger, brewer in Alloa, chief magistrate of the burgh of Alloa, the preses, and James Whitehead Moir, solicitor, Alloa, clerk to the said Commissioners of Police, the clerk of said meeting, as representing the said Commissioners, and as duly authorised and empowered by them to subscribe this agreement on their behalf, before these witnesses Charles Gray and William Muir, both law clerks, Alloa.

Chas. Gray, Witness.
Wm. Muir, Witness.
A. H. Ballingal, Witness.
A. Hay, Witness.

Geo. Younger, Chief Magistrate.
J. W. Moir, Clerk to Alloa Burgh Comrs.
Mansfield.

THE EIGHTH SCHEDULE.

Agreement between The Commissioners of Police for the Burgh and Town of Alloa, acting under and in virtue of the General Police and Improvement (Scotland) Act, 1862 (herein-after called the first parties), of the first part, and The Right Honourable Lawrence, Earl of Zetland, Baron Dundas (herein-after called the second party), of the second part.

Whereas the first parties are promoters in the present session (1891) of Parliament of a Bill, entituled "An Act to authorise the Police Commissioners "of the burgh of Alloa to provide an additional water supply to the burgh and "places adjacent; and to make and maintain new and additional waterworks; "and for other purposes;" by which Bill power is sought, inter alia, to make

and maintain certain reservoirs and other waterworks, and to enter upon, take and use certain lands and streams, and by means of the said waterworks to divert, impound, take, appropriate, store, use and distribute the waters of the streams called respectively the Gartreilly Burn, and Foulbutts or Lilly's Burn, and the waters of the stream called Black Devon, and of the aqueduct leading from the said Black Devon to Gartmorn Dam, and the waters of the said Gartmorn Dam, and the waters of the Lower Aqueduct or mill lead leading out of the said Gartmorn Dam: And whereas the second party is heir of entail in possession of certain of the lands, water, water rights, and other subjects proposed to be taken for the purposes of the said Bill: And whereas the said Bill, with certain modifications thereon, has passed the House of Lords as an unopposed measure, but the second party has presented a petition in the House of Commons against the passing of the said Bill: And whereas, in contemplation of the passing of the said Bill into law, negotiations have taken place between the parties hereto, and it has been arranged that, on the second party withdrawing the said petition and undertaking not to oppose the said Bill in Parliament, the parties hereto shall, on the said Bill becoming law, either in the form in which it has passed the House of Lords, or in any further modified form, with power to divert, impound, appropriate, take, use or distribute the waters of the foresaid Gartmorn Dam, aqueducts, burns and streams, or of any one or more of them, implement and fulfil the whole provisions and stipulations hereinafter agreed to by them respectively: Therefore the said parties do hereby agree and bind and oblige themselves as follows, videlicet:—

First.—The second party hereby withdraws the petition which he has lodged in the House of Commons against the said Bill, and he undertakes not to oppose the passing of the said Bill into law, either by himself or by anyone authorised on his behalf.

Second.—In the event of the said Bill becoming law, the second party shall sell to the first parties, and the first parties shall purchase from the second party, for the purposes of their said Act, the whole lands, properties and rights following, so far as belonging to the second party, videlicet:—(1) The Upper Aqueduct and works connected therewith, commencing in the Black Devon, at a point above Forest Mill, and terminating in Gartmorn Dam; and the water of the said aqueduct, Gartmorn Dam, and all the lands submerged by the waters of Gartmorn Dam; the site of the embankment of said dam, the shores and lands between top water level of said dam, and the landward boundaries of said dam, and the water and the embankment of said dam; and that portion of land, extending to twelve and one-half imperial acres or thereabouts, immediately adjacent to the embankment of Gartmorn Dam, and to the south side of the boundary of the water of said dam, as the said additional land is coloured red on the plan annexed and subscribed as relative hereto; together with a road of access to the service reservoir, being the Work Number Three specified in the said Bill, as the said road is shown on the deposited plans; but excepting and reserving from the said purchase and sale all mines of coal, ironstone, slate, and other minerals under the solum of the Gartmorn Dam and the other lands to be conveyed, all which are reserved to the second party in terms of the Waterworks Clauses Act, 1847; all which lands, subjects and others are situated partly in the parish of Clackmannan, and partly in the parish of Alloa, both in the county of Clackmannan. (2) All the right and interest of the second party in the waters of the said Gartreilly Burn, Foulbutts or Lilly's Burn and Black Devon, and the streams and tributaries thereof, and the right of abstract-

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ing, impounding and storing the said waters, and of using the same for the purposes of the said intended Act. (3) The whole pertinents of the lands, waters, rights and privileges, and subjects and others, first and second above specified, including all works, embankments, buildings, sluices, overflow channels, dam dykes, bridges, culverts, and other accessories and conveniences of and connected with the same, in so far as the second party has right thereto. (4) The perpetual easements, servitudes, rights and privileges, in so far as required for the works following in and over and affecting the lands of the second party, videlicet :—(1) The aqueduct, conduit or line of pipes, forming the Work Number Seven specified in the said Bill, commencing at a point in the aqueduct which leads the water of the said Black Devon to Gartmorn Dam, and terminating at a point in the service reservoir above specified; and (2) the aqueduct, conduit or line of pipes, forming the Work Number Eight specified in the said Bill, commencing at a point in the said service reservoir, and terminating in the parish of Alloa. The price or consideration to be paid by the first parties to the second party shall be the sum of two thousand pounds sterling; and the said sum shall be held to cover and include all claims for compensation, at the instance of the second party, for all the lands, properties and rights specified in this article, and also to cover and include compensation for all damage, permanent or temporary, occasioned to the second party, or to his remaining lands, by the exercise of the powers specified in said Bill, in relation to the impounding, taking, appropriating, storing, using and distributing of water, or the construction of the waterworks to be authorised by said Act, except claims of compensation competent to the second party's tenants under the Lands Clauses Consolidation (Scotland) Act, 1845. The foresaid sum of two thousand pounds sterling shall be payable by the first parties to the second party at the expiry of six months after the said Bill shall receive the Royal Assent, and shall bear interest at five per centum per annum from the date when the said Bill shall receive the Royal Assent until paid. The second party binds and obliges himself and his successors to execute and deliver, at the expense of the first parties, all deeds and writings which may be necessary for giving full effect to the sales and purchases herein-before specified; and it is hereby agreed that in the said deeds or writings there shall be excepted therefrom and reserved to the second party, and his heirs and successors, all mines of coal, ironstone, slate, or other minerals under the solum of the Gartmorn Dam and the other lands thereby conveyed, with power to work, win and carry away the same, but subject always to the provisions of clauses eighteen to twenty-seven, both inclusive, of the Waterworks Clauses Act, 1847, which are hereby declared to be applicable to this agreement, and to the said deeds or writings. In respect of payment of the said sum, the second party and his successors shall be bound, out of the water which, under section fourteen of the intended Act, may flow down the Black Devon over the gauge weir at Forest Mill, to allow a portion thereof, amounting to not less than one million gallons per day, to flow down in the bed of the Black Devon, below the Lynmill Sawmills, provided that quantity reaches Lynmill Dam.

Third.—The first parties shall, at their expense, erect and maintain in all time coming suitable fences for fencing off the marches between the embankment of Gartmorn Dam, including the extension thereof, and the south side of the said dam, and the remaining lands of the second party adjoining thereto, which fences shall, as far as possible, be erected in straight courses in a line to be agreed upon between the parties; and the first parties shall, at their expense, fit up,

renew when necessary, and maintain in all time coming, watering troughs, and supply water thereto for watering the cattle and bestial in any fields of the second party so fenced off; and should the second party at any time subdivide the fields contiguous to the said fences for agricultural or grazing purposes, the first parties shall provide and maintain a trough and water supply for each subdivision which shall abut upon or be contiguous to the said fences. A.D. 1891.

Fourth.—The aqueduct, conduit or line of pipes forming the Work Number Nine, mentioned in the said Bill and shown on the depcsited plans, commencing at the service reservoir, being Work Number Three mentioned in the said Bill, shall be laid, made and constructed, and the first parties undertake and bind themselves to lay, make and construct the same as far as Fauld, in the line shown on the deposited plans, and from that point the same shall be laid, made or constructed along the line of tramway to the crossing of the Black Devon, and thence to a point in the public road opposite the houses known as the Pottery Houses, and thence in a straight line through the Tower Hill Park to the filters on the Tower Hill of Clackmannan, being the points between B, C and D, marked on a sheet of the deposited plans signed as relative hereto, the line of said aqueduct, conduit or line of pipes between said points, so far as altered from the line shown on the deposited plans, being shown by a red line on said sheet, which aqueduct, conduit or line of pipes the first parties shall have right to lay through the lands of the second party along tracks six feet in breadth; and the obligations undertaken by or incumbent on the first parties, by Articles Sixth and Seventh hereof, are in full satisfaction to the second party and his successors of wayleave for said aqueduct, conduit or line of pipes, but subject to payment of compensation to tenants for surface or other damage; declaring that the top of said aqueduct, conduit or line of pipes shall be at least two and one-half feet deep from the surface of the ground.

Fifth.—The first parties or their employées, or others duly authorised, shall at all times have access to the aqueducts, conduits or lines of pipes for the purpose of inspecting, repairing, renewing or improving the same, and for all other necessary purposes, they paying all surface or other damages thereby occasioned, and freeing and relieving the second party of all claims at the instance of his tenants.

Sixth.—The first parties shall afford to the farms of Tullygarth and Grassmainston at all times a sufficient supply of water to be taken from the aqueduct, conduit or line of pipes to Clackmannan filters, being the work specified in the Fourth Article hereof, at the point where said aqueduct, conduit or line of pipes crosses the public road near Fauld, by means of metal pipes and branch pipes coated inside with "Smith's solution," as follows, videlicet:—By a pipe laid along the public road, which, until it reaches a point at or near the railway station of Clackmannan, shall be two and one-half inches in diameter and at said point two branch pipes, each two inches in diameter, shall be connected with the said pipe of two and one-half inches in diameter, one of which branch pipes shall be laid along the public road, as far as the private road to Grassmainston; and thence by a track to be pointed out by the second party or his factor for the time being, to discharge into the filter at Grassmainston farmsteading; and the other of which branch pipes shall be laid in a straight line, as far as practicable, to join the pipe presently leading water from the Black Devon by means of a hydraulic ram, to Tullygarth farmsteading. The first parties shall also afford at all times to the farm of Hillend a sufficient supply of water (in so far as the levels will permit), to be taken from the said aqueduct, conduit or line of pipes

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leading to Clackmannan filters, for watering cattle and stock kept in fields on said farm, but that only as respects fields which are not at present supplied from the filters on the Tower Hill of Clackmannan. The foresaid pipe and branch pipes and all renewals thereof, that may be necessary for the said supplies to be afforded to the said farms of Tullygarth and Grassmainston, shall be laid and maintained in all time coming by the first parties at their expense; and with respect to the foresaid supply to the farm of Hillend, the first parties shall, at their expense, and at such places as shall be pointed out by the second party, form connexions in the aqueduct, conduit, or line of pipes from which the same is to be taken off at the said connexions by means of pipes joined to said connexions, and leading to watering troughs in the fields. The first parties shall, at their expense, place a fire-cock on the foresaid conduit, aqueduct, or line of pipes at a point to be fixed by the factor of the second party, for the time being, convenient to the farm-steading of Hillend, and the second party and his tenants shall be entitled, free of charge, to draw off water from the same for the purpose of extinguishing fire, but for that purpose only.

Seventh.—The first parties shall further, at all times, afford a sufficient supply of water to the second party, from the last-mentioned aqueduct, conduit or line of pipes, by means of the said two and one-half and two-inch pipes, for the use of Gateside Cottage and the cottages at Clackmannan Brickworks, and for the use of the wood preserving work on Grassmainston Farm, and also for the fields of the said farms of Grassmainston and Tullygarth, or such of them as the second party may desire to provide with a water supply, and for any houses or buildings that may be erected by the second party on his lands for, and which are occupied by farm tenants or their servants, or servants or others in the employment of the second party on said estate, or for the purpose of raising steam only for any sawmills or other works erected by the second party on his estate, direct from the said two and one-half-inch and two-inch pipes. The first parties shall, at their expense, and at such places as shall be pointed out by the second party, form connexions in the said two-and-one-half-inch and two-inch pipes for the purpose of affording said supply, which shall be taken off from the said connexions by means of pipes joined to said connexions, and leading to the said cottages, and wood preserving work, and fields, and any houses or buildings, the property of the second party, that may hereafter be erected as aforesaid.

Eighth.—All watering troughs in fields, supplied from said pipes, shall be fitted with proper appliances for the prevention of waste of water; and the pipes joined to the connexions to be formed by the first parties from the foresaid two and one-half-inch and two-inch pipes, and from the foresaid aqueduct, conduit or line of pipes leading to Clackmannan filters and the said watering troughs, and the said appliances for the prevention of waste, shall all be laid, fitted up and maintained at the expense of the second party, and at the sight and to the satisfaction of Robert Carstairs Reid, civil engineer, Edinburgh, or of the engineer for the time being of the first parties.

Ninth.—All trees and timber growing on the lands to be taken by the first parties from the second party, for the purposes herein-before specified, are hereby reserved to the second party, but the second party shall be bound to cut down and remove the same before the first day of February in any year on receiving six months previous notice from the first parties requiring him to do so.

Tenth.—The first parties shall free and relieve the second party of all claims of compensation by his tenants competent to them under the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, or otherwise, in consequence of or in connection with the acquiring of land or wayleaves, or in consequence of any of the operations authorised by the said Bill or by this agreement.

Eleventh.—The right of fishing, shooting and sporting in and over Gartmorn Dam, and of keeping and using pleasure boats and other boats on said dam, is hereby reserved to the second party and his successors, but without prejudice to the concurrent rights of any proprietors of adjacent lands of fishing, shooting, sporting or boating upon said dam, and also without prejudice to the first parties keeping and using such boat or boats on said dam as may be necessary for inspecting, repairing and maintaining the works of the first parties; and in order to the exercise of the said rights, the first parties shall make and maintain three gates in the fences on the south side of said dam, at places to be pointed out by the second party, for the use of the second party and his successors in going to and from the said dam and taking boats on, to, or off the same.

Twelfth.—It is hereby agreed between the parties that the second party, or his foresaids, and his and their tenants, shall have no claim against the first parties through temporary failure to afford the supplies of water herein-before specified in consequence of accidents to the works or plant connected with the water undertaking of the first parties, such accidents, however, being always repaired by the first parties as soon as possible; and failing their doing so, it shall be in the power of the second party to present a summary application to the sheriff of the county to have the work done at the expense of the first parties.

Thirteenth.—In the event of the first parties interfering with the drains on the second party's lands, they shall restore the same to as good a state as at present, and make them of such dimensions as will be sufficient at all times to convey the water as clearly from the lands lying near to or affected by the works of the first parties as before the construction thereof, and such restoration shall be made from time to time as the works proceed; and the second party shall be entitled, for the purpose of draining his lands, to make drains and lay pipes across the track of the aqueducts, conduits or lines of pipes of the first parties, so far as passing through his lands.

Fourteenth.—In respect the second party holds his estate under entail, the parties hereto agree to take all necessary steps under the Lands Clauses (Scotland) Act, 1845, and Acts amending the same, for putting the second party in a position to implement his part of this agreement, by conveying to them the lands, water rights, and others before mentioned.

Fifteenth.—Concurrently with payment of the sum of two thousand pounds, referred to in the second article hereof, the first parties shall pay to the agents of the second party the sum of two hundred pounds, being the agreed-upon amount of the expenses incurred by the second party in connection with said Bill, the petition against the same, and his opposition thereto, and the withdrawal of said petition, and in connection with this agreement, and the preliminary negotiations which have led thereto. The first parties shall further pay, and so free and relieve the second party of the expenses of all deeds to be granted by him in their favour, and the expense of discharging or restricting any securities over the entailed estates, so as to put the second party in a

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position to grant any such deeds, it being the intention of parties that the second party shall not be at any expense in connection with the said deeds to be granted by him in favour of the first parties. The expenses of said deeds shall, if required, be taxed by the auditor of the Court of Session, as between agent and client.

Lastly.—It is hereby declared that this agreement is made subject to such alterations as Parliament may think fit to make thereon, and the same shall be scheduled to and confirmed by the Bill, and such other steps shall be taken as may be necessary on the part of the promoters of the Bill for carrying this agreement into full effect as if it were a part of the proposed Act; and in the event of the said Bill not being passed in the present session, this agreement, and all that may follow thereon, shall be null and void, and neither party shall be bound thereby. In witness whereof these presents, written on this and the six preceding pages by James Stewart Mowat, clerk to Morton, Smart and Macdonald, law agents and conveyancers, in Edinburgh, are, along with the plan and sheet of deposited plans, both within referred to as executed as relative hereto, executed in duplicate as follows; are subscribed at a meeting of the said Commissioners of Police for the burgh and town of Alloa, held at Alloa on the twenty-ninth day of June, in the year eighteen hundred and ninety-one, by George Younger, brewer in Alloa, chief magistrate of the burgh of Alloa, the preses, and James Whitehead Moir, solicitor, Alloa, clerk to the said Commissioners of Police, the clerk of the said meeting, as representing the said Commissioners, and as duly authorised and empowered by them to subscribe this agreement on their behalf, before these witnesses, William Muir, clerk, and Andrew Drysdale, apprentice, both to J. W. and A. P. Moir, solicitors, Alloa; and are subscribed by the said Earl of Zetland, at nineteen Arlington Street, London, on the third day of July, in the year last mentioned, before these witnesses, Alfred Tugwood, footman, and Albert Hoyes, house steward, both at nineteen Arlington Street, aforesaid: Declaring that the words "in so far as required for the works following" were interlined to be read between the words "privileges" and "in," both occurring in the thirtieth line, counting from the top of page second before subscription.

Wm. Muir, Witness.
Andw. Drysdale, Witness.

Alfred Tugwood, Witness.
Albert Hoyes, Witness.

Geo. Younger, P.,
Chief Magistrate.
J. W. Moir,
Clerk to the Police Comrs. of the burgh of Alloa.
Zetland.

THE NINTH SCHEDULE.

AGREEMENT between THE COMMISSIONERS OF POLICE FOR THE BURGH AND TOWN OF ALLOA, acting under and in virtue of the General Police and Improvement (Scotland) Act, 1862 (herein-after called the first parties), of the first part; THE COUNTY COUNCIL OF CLACKMANNAN (herein-after called the second parties), of the second part; and THE RIGHT HONOURABLE LAWRENCE DUNDAS, EARL OF ZETLAND, BARON DUNDAS (herein-after called the third party), of the third part.

WHEREAS the first parties are promoters in the present session (1891) of Parliament of a Bill, entituled "An Act to authorise the Police Commissioners "of the burgh of Alloa to provide an additional water supply to the burgh and "places adjacent; and to make and maintain new and additional waterworks; and "for other purposes"; by which Bill power to make certain reservoirs and other waterworks as therein mentioned, and to acquire certain lands, water, water rights and other property, for the purposes of the works and of the Bill, will be sought: And whereas, in contemplation of the passing of the said Bill into law, either in its present or in any modified form, negotiations have taken place between the parties hereto, and it has been arranged that upon the second parties and the third party withdrawing the petitions which they have respectively deposited against the said Bill, and on the second parties and the third party undertaking not to oppose the said Bill in Parliament, and upon the said Bill passing into law, either in its present or in any modified form, but not otherwise, the parties hereto shall implement and fulfil, each to the other, the whole provisions and stipulations herein-after agreed to by them: Therefore the said parties do hereby agree and bind and oblige themselves as follows, viz.:—

First.—The second parties and the third party withdraw their respective petitions against the said Bill; and the second parties and the third party shall not, either by themselves, or by anyone authorised on their behalf, oppose the passing of the said Bill into law.

Second.—The first parties shall give to the second parties, for the use of the Clackmannan special water supply district and vicinity thereof, and for the purpose of enabling them to fulfil certain obligations to supply water to the third party, undertaken by the local authority of Clackmannan, acting under the Public Health Acts, in terms of a feu disposition by Henry Gordon Dickson and Samuel Dickson, writers to the Signet, in Edinburgh, as commissioners for the third party, in favour of the local authority of the parish of Clackmannan, under the Public Health Acts, dated seventh and eighth, and recorded in the division of the general register of Sasines, applicable to the county of Clackmannan, on the sixteenth, all days of August, eighteen hundred and seventy-nine and which obligations the second parties are bound to fulfil, a supply of water as herein-after defined, through and by means of a supply pipe, commencing at and

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to be connected with the aqueduct, conduit or line of pipes, being the Work No. 7 specified in the said Bill (herein-after referred to as "the said main pipe"), at a point in the said main pipe, at or near the termination thereof, as shown on the deposited plans. The said supply pipe (which is also to be used by the first parties for the purpose of conveying supplies of water in the course thereof to certain farms and houses on the property of the third party, in terms of a separate agreement entered into between the first parties and the third party hereto, and executed by them of even date with their subscriptions to these presents) shall be laid, made and constructed as far as Fauld, to which point the same shall not be less than seven inches in diameter and in the line shown on the deposited plans, and from Fauld, the said supply pipe shall be six inches in diameter throughout the remainder of its course, and shall be laid, made and constructed along the line of tramway to the crossing of the Black Devon, thence to a point in the public road opposite the houses known as the Pottery Houses, and thence in a straight line through the Tower Hill Park to the filters on the Tower Hill of Clackmannan, being the points between B, C and D, marked on a sheet of the deposited plans signed as relative hereto, the line of said aqueduct, conduit or line of pipes between said points, so far as altered from the line shown on the deposited plans, being shown by a red line on said sheet. The quantity of water herein-after specified, shall be discharged from the said supply pipe into the said filters at a level of twelve inches below the cope. The said supply pipe, with all necessary valves, shall be laid down and maintained and upheld by the first parties at their expense, all at the sight and to the satisfaction of Robert Carstairs Reid, civil engineer, Edinburgh, or of the engineer for the time being of the first parties. The specification and estimates for said supply pipe shall be submitted to, and approved of by the second parties before any contract for the same shall be entered into.

Third.—The first parties shall supply and maintain a meter at the connection of the said supply pipe with the said filters, for the purpose of measuring the quantity of water passing into the said filters. The first parties shall be bound (if required) to supply, by said supply pipe to the said filters, a quantity of water, not exceeding forty thousand gallons, in each day of twenty-four hours, thirty-five thousand gallons of which they shall supply free of any charge or payment therefor; but the second parties shall be bound, as they hereby bind and oblige themselves, to pay to the first parties for all water passing into the said filters in excess of the foresaid quantity of thirty-five thousand gallons per day at the rate of three pence and one half-penny per thousand gallons, which excess quantity shall be measured and certified, at the terms of Whitsunday and Martinmas yearly, by the treasurer of the first parties and the county sanitary inspector of the second parties. The second parties shall be bound, as they hereby bind and oblige themselves, to pay to the first parties, year by year, a sum equal to five per centum on the total cost of the works to be executed by the first parties under this agreement, including the foresaid meter, and any payments required to be made by the first parties, for surface damages connected with the laying of the said supply pipe from the said main pipe to the said filters, as such total cost shall be certified by the said Robert Carstairs Reid, or the engineer for the time being of the first parties; but inasmuch as the portion of the foresaid supply pipe, between the point of commencement thereof and Fauld, is to be not less than seven inches in diameter, in order to secure the carrying of the supplies of water which the first parties have, under the separate agreement between them

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and the third party herein-before referred to, agreed to give to the third party, it is hereby specially agreed and declared that the second parties shall be charged for that portion of the said supply pipe on the same footing as if the said portion of said pipe were only six inches in diameter. The foresaid payments shall be made by the second parties to the first parties half-yearly, at Whitsunday and Martinmas, for the periods preceding; the first payment being made at the first of these terms after the first parties said works are certified by the said Robert Carstairs Reid, or the engineer for the time being of the first parties, to be completed, and it shall have been ascertained by meter that the said supply pipe is capable of delivering into said filters forty thousand gallons of water per day of twenty-four hours.

Fourth.—With regard to any renewals of the supply pipe and of the meter, both herein-before referred to, it is hereby provided and agreed, that if and when it shall be necessary to renew the said supply pipe, or any portion thereof, that shall be done by the second parties at their cost, and the second parties shall be entitled to a reduction or abatement from the foresaid yearly payment of five per centum, to be made to the first parties, equal to three and one-half per centum on the cost of such renewal, but such reduction or abatement shall in no case come into force sooner than forty years from the construction of the original supply pipe; and that if and when it shall be necessary to renew the said meter, the same shall be renewed and maintained by the first parties at their cost.

Fifth.—The second parties shall be bound, as they hereby bind and oblige themselves, to continue to afford to the farm house, steading, servants houses and fields, on the farm of Hillend, from their, the second parties said filters, the supply of water which the said farm house, steading, servants houses and fields at present receive from said filters, and that free of any charge or payment therefor, as heretofore.

Sixth.—The second parties shall be bound, free of charge or payment therefor, to afford wayleaves along the public roads under their charge, for the purpose of laying down and maintaining any water pipes that may be required under the terms of this agreement, or under the terms of any agreement between the first parties and the third party hereto: Provided always, that said public roads, when disturbed by the laying of said pipes, shall be restored to their original condition by the parties laying said pipes, at the sight and to the satisfaction of the road surveyor of the second parties.

Seventh.—This agreement shall come into operation when and so soon as the works herein stipulated to be made by the first parties shall be certified by the said Robert Carstairs Reid, or the engineer for the time being of the first parties, to be completed and capable of the delivery aforesaid; and it is hereby declared that the second parties, and the third party shall have no claim against the first parties through temporary failure to supply water as aforesaid, in consequence of accidents to the works or plant connected with the water undertaking of the first parties; such accidents, however, being always repaired by the first parties as soon as possible; and failing their doing so, it shall be in the power of the second parties, or third party, to present a summary application to the sheriff of the county of Clackmannan to have the work done at the expense of the first parties.

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Eighth.—It is hereby expressly provided and declared, that the obligations and stipulations in favour of the second parties, contained in this agreement, shall be compensation in full to them for all damage, permanent or temporary, occasioned to them by the abstraction of water from the Black Devon and its tributaries, or the construction of the waterworks proposed to be authorised by the said Bill.

Ninth.—The third party hereby consents to the necessary alterations being made on the said filters, referred to in the feu disposition before-mentioned as a "cistern or tank," to admit of the delivery of the proposed supply of water therein by the said supply pipe; and in respect that by the before-mentioned feu disposition, the third party is entitled to a preferable supply of water from said filters for the lands and farm of Park and Craigrie, and lands called the Tower Parks, and dwelling-houses, steadings, and other buildings erected, or which may hereafter be erected, on the said farms and lands, and also for the buildings in or near the said town of Clackmannan, known by the name of the Oak Hotel and Zetland Cottage, the third party hereby accepts the supply of water to be provided by said supply pipe to the said filters, and thereafter to the said farms, lands and houses above-mentioned in this article, and to which he shall have a preferable right, in terms of and in the manner provided by said feu disposition, in lieu of and substitution for the supply to be provided under and in terms of said feu disposition; declaring that the ten pounds payable under the foresaid feu charter shall continue to be paid by the several parties to the third party and his successors in the same way and to the same effect as if these presents had never been entered into.

Tenth.—This agreement is made subject to the said Bill being passed into law, and subject to such alterations as Parliament may think fit to make thereon, and shall be scheduled to and confirmed by the Bill. In witness whereof these presents written on this and the two preceding pages by Andrew Gray Muir, clerk to Morton, Smart and Macdonald, law agents and conveyancers, in Edinburgh, are, along with the sheet of deposited plans, within referred to as executed as relative hereto, executed in triplicate, as follows, viz., are subscribed at a meeting of the said Commissioners of Police for the burgh and town of Alloa, held at Alloa on the twenty-ninth day of June, in the year eighteen hundred and ninety-one, by George Younger, brewer in Alloa, chief magistrate of the burgh of Alloa, the preses, and James Whitehead Moir, solicitor, Alloa, clerk to the said Commissioners of Police, the clerk of the said meeting, as representing the said Commissioners, and as duly authorised and empowered by them to subscribe this agreement on their behalf, before these witnesses, William Muir, clerk, and Andrew Drysdale, apprentice, both to Messrs. J. W. and A. P. Moir, solicitors, Alloa; are sealed with the common seal of the said county council of Clackmannan, and subscribed on their behalf by John Thomson Paton, manufacturer, Kilncraigs, Alloa, and Andrew Mitchell, merchant, The Walk, Alloa, two of the county councillors, and by Norman MacWatt, solicitor, Alloa, county clerk, all at Alloa, on the said twenty-ninth day of June, in the year last-mentioned, before these witnesses, Thomas Johnstone Young and James Adam Masterton, both clerks to the said Norman MacWatt; and are subscribed by the said Earl of Zetland, at number nineteen Arlington Street, London, on the third day of July, in the year last-mentioned, before these witnesses, Albert Hoyes, house steward, and Alfred Tugwood, footman, both at number nineteen Arling-

ton Street, aforesaid: Declaring that the word "act" occurring in the thirteenth line, counting from the top of page first hereof, was written on erasure before subscription. A.D. 1891.

Wm. Muir, Witness.
Andw. Drysdale, Witness.
Thos. J. Young, Witness.
Jas. A. Masterton, Witness.
Albert Hoyes, Witness.
Alfred Tugwood, Witness.

Geo. Younger, P.,
Chief Magistrate.
J. W. Moir,
Clerk to the Police Comrs. of the burgh of Alloa.
J. Thomson Paton, County Councillor.
Aw. Mitchell, County Councillor.
Norman MacWatt, Clerk to County Council.

L.S.

Zetland.

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