CHAPTER cxxxviii.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Coatbridge Burgh. [16th August 1920.]

A.D. 1920.

WHEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament:

62 & 63 Vict. c. 47.

Be it therefore enacted by the King'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:—

Confirmation of Order in schedule.

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed.

Short title.

2. This Act may be cited as the Coatbridge Burgh Order Confirmation Act 1920.

[*Price 9d. Net.*]

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SCHEDULE.

COATBRIDGE BURGH.

Provisional Order to extend the time for the completion of the works authorised by the Coatbridge Drainage and Burgh Extension Order 1914 *to revive the powers and extend the time for the compulsory purchase of lands for such works to authorise the Coatbridge Town Council to borrow further money and to levy increased assessments and for other purposes.*

WHEREAS by the Coatbridge Drainage and Burgh Extension Order 1914 (hereinafter referred to as "the Order of 1914") the provost magistrates and councillors of the burgh of Coatbridge (hereinafter referred to as "the Town Council") were authorised to make and maintain the main and branch sewers and sewage purification works in that Order described:

And whereas owing to circumstances consequent on the present war the Town Council have not been able to acquire all the lands that are required for or to commence the construction of such sewers and works and it is expedient that the period limited by the Order of 1914 for the completion of such sewers and works should be extended and that the period for the compulsory purchase of the lands required for such sewers and works should be revived and extended:

And whereas by reason of circumstances arising out of the war the sum of eighty thousand pounds which the Town Council were authorised to borrow by the Order of 1914 for the purchase of lands and the construction of the works authorised by that Order is insufficient for the purposes for which it was authorised to be borrowed and estimates have been prepared for the additional money which will be required for the purchase of the lands required for and for the construction and completion of the said works and such estimates amount to one hundred and seventy thousand pounds:

And whereas all the works included in such estimates are permanent works and it is expedient that the cost thereof should be spread over a terms of years:

And whereas the assessment which the Town Council were authorised by the Order of 1914 to apply to the purposes of their

sewerage and drainage undertaking is insufficient and it is expedient that the Town Council should be authorised to impose assess levy and recover an additional assessment as in this Order provided:

And whereas it is expedient that the conveyance to the Town Council of certain land at Drumpellier for a public park should be confirmed and that the Town Council should be authorised to apply their funds in the management and maintenance of such park:

And whereas it is expedient that the further powers hereinafter in this Order mentioned should be conferred on the Town Council:

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the Private Legislation Procedure (Scotland) Act 1899:

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Short title.

1. This Order may be cited as the Coatbridge Burgh Order 1920.

Interpretation.

2. The following words and expressions in this Order have the meanings hereby assigned to them (that is to say):—

"Town Council" means the provost magistrates and councillors of the burgh of Coatbridge;

"Order of 1914" means the Coatbridge Drainage and Burgh Extension Order 1914;

"Sewerage and drainage undertaking" means the sewerage and drainage undertaking of the Town Council authorised by the Order of 1914.

Extending time for compulsory purchase of lands authorised by Order of 1914.

3. The time limited by section 26 (Period for compulsory purchase of lands) of the Order of 1914 for the compulsory purchase of lands for the purposes of that Order is hereby revived and extended for a period of three years from the twenty-eighth day of August one thousand nine hundred and twenty.

Saving for protective provisions of Order of 1914.

4. Notwithstanding the revival of the powers of the Town Council for the compulsory purchase of lands granted by the immediately preceding section of this Order the provisions contained in sections 7 to 14 of the Order of 1914 for the pro-

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tection of the authorities bodies and companies referred to in those sections shall remain in full force and effect.

Extending time for completion of works authorised by Order of 1914.

5. The time limited by section 27 (Period for completion of works) of the Order of 1914 for the construction of the works authorised by section 6 (Power to execute works) of the Order of 1914 is hereby extended for a period of eight years from the twenty-eighth day of August one thousand nine hundred and twenty.

New sewer assessment.

6. In addition to the assessment which the Town Council are authorised by section 43 (Sewer assessment) of the Order of 1914 to apply to the purposes of the sewerage and drainage undertaking the Town Council may for such purpose assess levy and recover a new assessment not exceeding one shilling in the pound.

The said new assessment may be assessed levied and recovered along with the assessment mentioned in section 43 of the Order of 1914 in the same manner in all respects as such last-mentioned assessment is assessed levied and recovered.

Additional borrowing powers.

7. Section 44 (Power to borrow) of the Order of 1914 shall be read and have effect as if the sum of two hundred and fifty thousand pounds were inserted therein in lieu of the sum of eighty thousand pounds in that section mentioned.

Confirming scheduled conveyance and application of Burgh Police (Scotland) Acts 1892 to 1903 and Public Parks (Scotland) Act 1878.

8.—(1) The agreement between David William Ramsay Carrick-Buchanan and the Town Council whereby certain portions of the lands of Drumpellier are conveyed to the Town Council set forth in the schedule to this Order is hereby confirmed and made binding on the parties thereto.

(2) The powers of the Town Council under the Burgh Police (Scotland) Acts 1892 to 1903 and the Public Parks (Scotland) Act 1878 with respect to public parks and the assessments leviable therefor shall apply to the said lands.

Costs of Order.

9. All costs charges and expenses of and incident to the preparing for obtaining and confirming of this Order or otherwise in relation thereto shall be paid by the Town Council out of any moneys in their hands which are not specifically allocated to any other purpose or out of any money borrowed under the powers of this Order or the Order of 1914 and if paid out of borrowed moneys shall be repaid out of revenue within five years from the passing of the Act confirming this Order.

THE SCHEDULE

(Referred to in the section of the foregoing Order of which the Marginal Note is "Confirming scheduled conveyance and application of Burgh Police (Scotland) Acts 1892 to 1903 and Public Parks (Scotland) Act 1878.")

Stamp. Three Pounds.

IT IS CONTRACTED AND AGREED between DAVID WILLIAM RAMSAY CARRICK-BUCHANAN Esquire of Drumpellier Mount Vernon &c. heir of entail in possession of the lands and estate of Drumpellier and others in the county of Lanark (hereinafter called the First Party) with the special advice consent and concurrence of Arthur Louis Hamilton Buchanan M.P. residing at Drumpellier House Coatbridge the heir of entail next entitled to succeed to the said lands and estate for all right title and interest competent to him in the premises on the one part and The PROVOST MAGISTRATES AND COUNCILLORS OF THE BURGH OF COATBRIDGE (hereinafter called the Second Party) on the other part in manner following :—

First The First Party agrees in consideration of the feu duty and other prestations after stipulated and subject to the reservations conditions and others herein contained to sell and in feu farm dispone to and in favour of the Second Party and their successors in office as representing the community of the said burgh and their assignees whomsoever heritably and irredeemably all and whole that piece of ground extending to one hundred and thirty-two acres or thereby bounded on the north north-east and east partly by Lochend Loch and partly by the lands of Gartsherrie on the west by the lands of Heatheryknowe and on the south and south-east partly by parts of the lands of Drumpellier and partly by land belonging to the North British Railway Company as the said piece of ground is delineated and shown within the boundaries coloured red on the plan annexed and signed as relative hereto which piece of ground is part and portion of the lands and estate of Drumpellier lying within the parish of Old Monkland and county of Lanark with free ish and entry to and from the said piece of ground by a strip of ground ten feet in width leading from the cattle creep at the south-east corner of the said piece of ground to the pathway ex adverso of Monkland Canal and also by another strip of ground ten feet in width running in a south-westerly direction from the southmost corner of the said piece of ground to the march of the said lands of Drumpellier or by such other means

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of access as may be substituted therefor by the First Party as aftermentioned together with all right competent to the First Party in and to the said loch and to place boats thereon (which rights however are not guaranteed) and together also with the whole parts privileges and pertinents of the said piece of ground and the First Party's whole right title and interest in the dominium utile thereof.

Second The First Party reserves to himself and his heirs and successors—

(First) The whole coal fossils fireclay ironstone limestone freestone whinstone common clay and sand and all other metals and minerals whatsoever lying in under and around the said piece of ground with power to him and his foresaids to win work and carry away the same at pleasure and also to remove as much stone and other matter as may be necessary for the proper working of the said metals minerals and others and to lower the surface of the said piece of ground but so always as not to enter upon the surface thereof and that without the First Party or his foresaids being liable to the Second Party or their foresaids for any damage that may arise directly or indirectly to the said piece of ground or to any buildings or erections wells springs tanks reservoirs or ponds of water at present or which may hereafter be in or on the said piece of ground by or through the past or future working of the said metals minerals and others in or under the same or in the neighbourhood thereof or that may arise from or through the sitting or crushing of any coal or fireclay waste or other excavation presently existing or which may hereafter exist within or in the neighbourhood of the said piece of ground through the past or future working carrying away or draining of the said metals minerals and others:

(Second) Full power and liberty at any time and from time to time to alter or vary in any way to any extent the First Party or his foresaids may think necessary the foresaid means of access to the said piece of ground or to substitute such other means of access therefor as he or they may determine:

(Third) Full power and liberty to carry all or any necessary drains for surface water or agricultural purposes from the adjoining lands across the said piece of ground and if so desired to discharge the same into the said loch and to use for the conduct of surface water or for agricultural purposes any drains that may be formed by the Second Party in the said piece of ground and also to draw water from the said loch by any method which may from time to time be convenient for the

First Party or his foresaids for the use of the adjoining lands and if he or they may think necessary for that purpose to construct and maintain all necessary pipes in or through the said piece of ground but the said rights of drainage and of drawing water from the said loch shall be so used as to cause as little disturbance to the use of the subjects hereby conveyed or to the amenity thereof as reasonably practicable and the First Party and his foresaids shall at all times maintain all drains pipes conduits or others made by him or his foresaids in good order and repair:

(Fourth) Full power and liberty at any time and from time to time to enter upon occupy and use the said piece of ground or any part thereof for the foresaid purposes or any of them and also to use the said accesses or substituted accesses for the purpose of free ish and entry to and from the adjoining lands the First Party being always bound to restore and repair any damage that may be caused to the surface of the said piece of ground and accesses by or through the exercise of any of the powers hereinbefore reserved to him or them.

Third These presents are entered into and the said piece of ground shall be so feued always with and under the following real liens and burdens conditions declarations provisions prohibitions restrictions and others (videlicet):—

(First) The said piece of ground shall be held by the Second Party for behoof of the community of the burgh of Coatbridge to be used by the said community in all time coming as a pleasure ground and for no other purpose whatever and no buildings of any description shall at any time be erected thereon excepting only hothouses or greenhouses shelters pavilions recreation rooms houses and huts boathouses refreshment rooms or houses and such dwelling-houses for the use of such attendants as may be employed on the said piece of ground:

(Second) The Second Party shall forthwith at their own expense and in so far as not already done enclose the said piece of ground and also the foresaid accesses or substituted accesses with good substantial and sufficient fences or hedges sufficient to exclude horses sheep and cattle and shall keep and maintain the same at their own expense in good order and repair in all time coming all to the satisfaction of the First Party or his foresaids:

(Third) The Second Party and their foresaids shall keep and maintain the solum of the said accesses or substituted accesses in good order and condition to the satisfaction of the First Party

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or his foresaids in all time coming and shall free and relieve the First Party and his foresaids of and from all claims of every kind connected therewith that may be made against him or them in respect of his or their ownership of the solum thereof or otherwise in any manner of way:

(Fourth) The Second Party shall at their own expense form all necessary drains in the said piece of ground and these in lines to be approved of by the First Party or his foresaids and to maintain the same in good and sufficient condition and repair to the satisfaction of the First Party or his foresaids in all time coming:

(Fifth) The Second Party and their foresaids shall be bound to take all proper and effective measures to prevent any person or persons using the said piece of ground or accesses from trespassing on other lands belonging to the First Party or his foresaids or on adjoining lands belonging to other proprietors and without prejudice to the foregoing generality to keep on the said piece of ground during the times when it is open to the public one or more park rangers who shall be instructed to take all necessary means to prevent such trespass:

(Sixth) The Second Party shall not at any time sell alienate or dispose of the said piece of ground or any portion thereof to any person or persons whatever until they shall have first made a written offer to sell the same to the First Party or his foresaids at the like rate or price that may be offered by any other person and which offer the First Party or his foresaids shall be allowed sixty free days to accept and in the event of the First Party or his foresaids declining to purchase the same on these terms the Second Party shall be at liberty to sell the same to such other person or persons at the same or a higher price but they shall not be entitled to sell the same to any person or persons at less than the price at which the same shall have been offered to and refused by the First Party or his foresaids without making a new offer at such reduced price in similar manner and subject to the like conditions; and

(Seventh) In the event of the Second Party or their foresaids contravening any of the provisions or restrictions or failing to observe implement and perform the provisions declarations obligations and others herein contained or any of them these presents and all following hereon shall in the option of the First Party or his foresaids be null and void and the said piece of ground shall in that event revert and return to the First Party or his foresaids freed and disencumbered of the right

hereby granted to the Second Party All which reservations conditions declarations obligations provisions prohibitions restrictions and others above written shall be real liens and burdens upon and affecting the said piece of ground and as such shall be recorded at length in the appropriate Register of Sasines and also inserted or validly referred to in all deeds of transmission decrees instruments and all other writs of or relating to the said piece of ground otherwise the same shall be null and void.

Fourth The term of the Second Party's entry shall be as at the term of Martinmas nineteen hundred and nineteen notwithstanding the date hereof.

Fifth The said piece of ground shall be holden of and under the First Party and his heirs and successors in feu farm fee and heritage for ever for payment of the feuduty and for performance of the other prestations hereinbefore and after written.

Sixth The First Party agrees and undertakes if and when called upon by the Second Party so to do to free and disencumber the said piece of ground from the bonds and other heritable securities affecting his lands and estates of Drumpellier and others the Second Party and their foresaids bearing the expense of the necessary deed or deeds of restriction for this purpose.

Seventh The First Party agrees to assign the writs but to the effect only of maintaining and defending the right of the Second Party in the said piece of ground and for that purpose to oblige himself and his foresaids to make the same to the extent of a legal progress furthcoming to the Second Party and their foresaids at their expense on all necessary occasions on the usual receipt and obligation for redelivery within a reasonable time and under a suitable penalty And the First Party agrees to assign the rents And the First Party and the said Arthur Louis Hamilton Buchanan agree to grant warrandice from their own facts and deeds only.

Eighth For which causes and on the other part the Second Party bind and oblige themselves and their successors to make payment to the First Party or his foresaids of the sum of two pounds ten shillings sterling yearly in name of feuduty at the term of Martinmas in each year beginning the first term's payment thereof at the term of Martinmas nineteen hundred and twenty for the year preceding and so forth yearly in all time coming with a fifth part more of liquidate penalty in case of failure and interest at the rate of six per centum per annum from the respective terms of payment till paid As also the Second Party bind themselves and their foresaids to repay to the First Party or his foresaids at Martinmas yearly commencing at Martinmas nineteen

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hundred and twenty for the year preceding the proportion applicable to the said piece of ground of the teinds and minister's stipend and other fixed charges payable in respect of the said lands of Drumpellier which proportion it is agreed shall not be less than and is in the meantime fixed and agreed at seven pounds ten shillings per annum And also to pay and so relieve the First Party and his foresaids in all time coming of all public and parochial burdens and assessments imposed on the said piece of ground or to become due and payable furth thereof And further the Second Party bind and oblige themselves and their foresaids to observe implement and perform the whole other conditions declarations provisions and others hereinbefore written incumbent on them.

Ninth This agreement shall be scheduled to the Provisional Order which is being promoted by the Second Party to extend the time for completion of works authorised by the Coatbridge Drainage and Burgh Extension Order 1914 and for other purposes and shall be subject to such alterations as Parliament may think fit to make thereon Provided that if any alteration is made by Parliament which in the opinion of the Dean of Faculty of Advocates in Edinburgh materially affects its provisions it shall be competent to either of the parties to withdraw from the same and further if the said Order shall not pass into an Act or if confirmation of this agreement be not thereby obtained this agreement shall become null and void and both parties shall be free from the whole conditions and stipulations herein contained; and

Lastly Both parties consent to the registration hereof for preservation.

In witness whereof these presents are (under the declaration that the word "hereinbefore" occurring in the twenty-ninth line of page four thereof is typewritten partly on erasure) executed in duplicate as follows viz. They are subscribed for and on behalf of the said provost magistrates and councillors of the burgh of Coatbridge by John Lavell provost and John Alston town clerk and sealed with the common seal of the said burgh all at a meeting of the Town Council of said burgh held at Coatbridge on the nineteenth day of February nineteen hundred and twenty before these witnesses William McDonald chief constable Coatbridge and William Smith depute town clerk Coatbridge they are subscribed by the said Arthur Louis Hamilton Buchanan at London on the twenty-sixth day of the month and year last mentioned before these witnesses William Cope Major in His Majesty's Army residing at Nash Manor Cowbridge Glamorganshire and John William Cowley Beesley House of Commons' library clerk and they are subscribed by the said David William Ramsay Carrick-Buchanan at Corsewall Stranraer on the twenty-seventh day of the

month and year last mentioned before these witnesses Miss Bethia Charlotte Buchanan and Miss Kathleen Mary Buchanan both his daughters.

B. C. BUCHANAN Witness.
K. M. BUCHANAN Witness.
W. COPE Major.
J. W. C. BEESLEY.
WM. McDONALD Witness.
WM. SMITH Witness.

D. W. R. CARRICK-BUCHANAN.

A. L. H. BUCHANAN.

JOHN LAVELL Provost.
JNO. ALSTON Town Clerk.

L.S.

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FOR
WILLIAM RICHARD CODLING, Esq., C.B.E., M.V.O., the King's Printer of Acts of Parliament.

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