CHAPTER xliii.

An Act for enabling the Dundee Water Commissioners to construct additional Works, and to create and issue Debenture Stock; and for other purposes. A.D. 1882.

[19th June 1882.]

WHEREAS the supply of water to the burgh of Dundee and suburbs and places adjacent, within the limits of the Dundee Water Act, 1869, is vested in the Dundee Water Commissioners (herein-after called "the Commissioners"), and the Commissioners hold and exercise, under the said Act and the Acts therein recited, the undertaking and powers rights and privileges of the Dundee Water Company, which include reservoirs and other works at Monikie and Crombie, in the county of Forfar, and aqueducts and lines of pipes from the said reservoirs to and in Dundee, and service reservoirs in Dundee: 32 & 33 Vict. c. xlvi.

And whereas, by the Dundee Water Extension Act, 1871, the Commissioners obtained power to take an additional supply of water from the rivers Melgum and Inzion, and the loch of Lintrathen, and the affluents of the said rivers and loch, all in the county of Forfar, for the purposes of the said Act, and for enabling them to supply water in bulk to public authorities and others beyond the limits of their ordinary supply, and for these and other purposes to make and maintain a reservoir at Lintrathen, and other works: 34 & 35 Vict. c. cix.

And whereas, by the Dundee Water Amendment Act, 1872, the Commissioners obtained powers to relinquish certain of the works authorised by the second recited Act, and to make, lay down, and execute an aqueduct, conduit, or line of pipes from Lintrathen to Dundee, and other works: 35 & 36 Vict. c. x.

And whereas, by the Dundee Water (Additional Powers) Act, 1874, the Commissioners obtained powers to construct a distributing reservoir at Clatto, adjacent to the line of their authorised main pipe from Lintrathen to Dundee, and to execute certain deviations in the line of the said pipe, and other works: 37 & 38 Vict. c. clxv.

And whereas the Commissioners duly acquired the supply of water authorised by the second recited Act, and constructed the

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reservoir and other works at Lintrathen also authorised by that Act, as well as other works authorised by the third and fourth recited Acts, and their acquisition of lands and water are of such an extent as will ensure to the town of Dundee and suburbs and places adjacent a large and abundant supply of water for many years to come:

And whereas the estimated cost of the said works was considerably exceeded in consequence of the great and rapid increase in the price of iron and other material, and in wages, after the passing of the Acts authorising the said works:

And whereas, in consequence of the increasing consumption of water drawn from Lintrathen, and the pressure of water in the main line of pipes from Lintrathen to Dundee at its lower levels, it is expedient to lay down duplicate pipes and other works at and adjacent to these lower levels, so as to ensure a constant supply of water:

And whereas it is further expedient to extend the limits for the supply of water and the limits of compulsory supply defined by the first recited Act, and to alter and enlarge the constitution of the Commissioners:

And whereas it is also expedient that the Commissioners should be authorised to raise further money for the purposes of the works to be authorised by this Act and for the general purposes of their undertaking, and that they should be enabled to create and issue debenture stock in manner provided in this Act:

And whereas it is expedient that the sinking funds created by the recited Acts for paying off or reducing debt incurred in providing the works and property of the Commissioners should be altered and reduced:

And whereas plans and sections showing the lines, situations, and levels of the works authorised by this Act, and also books of reference to the said plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands, houses, and other property required, or which may be taken for the purposes or under the powers of this Act, were duly deposited in the offices at Forfar and Dundee respectively of the principal sheriff clerk of the county of Forfar, and in the offices at Perth and Dunblane respectively of the principal sheriff clerk of the county of Perth, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the purposes of this Act 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 as the Dundee Water Act, 1882.

Incorporation of general Acts.

2. 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 this Act :—

The Lands Clauses Consolidation (Scotland) Act, 1845 : 8 & 9 Vict. c. 19.

The Lands Clauses Consolidation Acts Amendment Act, 1860 : 23 & 24 Vict. c. 106.

The Waterworks Clauses Act, 1847, except the provisions with respect to the communication pipes to be laid by the undertakers, and also the provisions 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, and 72 : 10 & 11 Vict. c. 17.

The Waterworks Clauses Act, 1863 : 26 & 27 Vict. c. 93.

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 : 8 & 9 Vict. c. 33.

Provided always, as regards the said last-mentioned Act, that the said clauses and provisions shall be read so as to apply only to the construction of the relieving tank or cistern by this Act authorised, and the works immediately connected therewith, and as if such relieving tank or cistern and works were therein referred to instead of "the railway," and as if the boundaries of the said relieving tank or cistern and works were therein mentioned instead of "the centre of the railway," and the prescribed limits shall be one hundred yards from the said relieving tank or cistern, and as if "the Commissioners" were therein mentioned instead of "the Company."

Interpretation clause.

3. The several words and expressions to which, by the Acts wholly or partly incorporated herewith, meanings are assigned, shall, in this Act, have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Power to make works, and take lands, &c.

4. Subject to the provisions of this Act, the Commissioners may make and maintain in the lines or situations, and according to the levels shown on the deposited plans and sections, the aqueducts, conduits, or lines of pipes, relieving tank or cistern, road, and other works shown on the deposited plans, with all proper approaches, works, and conveniences connected therewith, and may enter on, take, and use such of the lands described in the deposited plans and

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books of reference as they require for those purposes. The works herein-before referred to and authorised by this Act are :—

(1) An aqueduct, conduit, or line of pipes, to commence in the parish of Alyth, in and by a junction with the line of pipes of the Commissioners, firstly described in, and laid under, the Dundee Water Amendment Act, 1872, near Shangie sluice-house, and to terminate by a junction with the said line of pipes at a point in said line, within the parish of Newtyle, eighty yards or thereabouts eastward from the north-east corner of the dwelling-house of Hatton, or Hatton of Newtyle :

(2) A relieving tank or cistern (to be covered), to be wholly situate in the parish of Newtyle, and in that field on the farm of Millhole in the said parish, tenanted and occupied by James Millar, lying immediately on the west side of the public road (formerly turnpike) leading from Dundee to Meigle through Newtyle called the Newtyle Road :

(3) An aqueduct, conduit, or line of pipes, to be wholly situate in the parish of Newtyle, and to commence in and by a junction with the said line of pipes of the Commissioners, firstly described in, and laid under, the Dundee Water Amendment Act, 1872, at a point in said line in the said Newtyle Road four hundred yards or thereabouts from the junction with said Newtyle Road of the public road leading from Couston, measured in a northerly direction along the centre of the said Newtyle Road from the said junction, and to terminate in the tank or cistern secondly above described :

(4) An aqueduct, conduit, or line of pipes, to be wholly situate in the said parish of Newtyle, and to commence in and by a junction with the said line of pipes, firstly described in, and laid under, the Dundee Water Amendment Act, 1872, at a point in the said line in the said Newtyle Road, fifty yards or thereabouts from the junction with the said Newtyle Road of the said Couston Road, measured in a southerly direction from said junction, and to terminate in the said tank or cistern secondly above described :

(5) A road, to be wholly situate in the parish of Newtyle, and to commence in and by a junction with the said Newtyle Road, at a point in the said Newtyle Road one hundred and ninety yards or thereabouts northward from the junction of the said Couston Road with the said Newtyle Road and to extend from said point westward for a distance of fifty yards or thereabouts, and thence in a southerly direction for a distance of thirteen yards or thereabouts, and to terminate at said last mentioned point :

(6) A conduit, drain, or line of pipes, to be wholly situate in the said parish of Newtyle, and to commence in a field on the farm of Davidston, in the said parish of Newtyle, occupied by James Millar, by a junction with a covered drain or water-course in the said field, and to terminate at a point in the foresaid field on the farm of Millhole forming the commencement of the said tank or cistern.

Power to erect and maintain all necessary connexion works, and to maintain and improve existing works.

5. The Commissioners may, subject to the provisions of this Act, in connexion with the works or any of them authorised by this Act, make, lay, erect, and maintain such embankments, dams, weirs, channels, sluices, overflows, catch-water drains, culverts, cuts, aqueducts, tunnels, bridges, roads, cisterns, gauges, main and distributing pipes, buildings, and other works and conveniences as may be necessary or expedient for effecting or carrying out the objects or purposes of the recited Acts and this Act or any of them; as also the Commissioners may, subject as aforesaid, from time to time, on or within any of their lands, or on or over any lands on or over which they, by agreement, have or may acquire right so to do, alter, replace, increase, and enlarge the works (other than reservoirs), conduits, aqueducts, mains, and pipes authorised by the recited Acts and this Act, and may from time to time, alter, replace, enlarge, and increase the number and size of the works, mains, and pipes from time to time in use for conveying and distributing water for the purposes of the recited Acts and this Act.

Notice to be served before breaking up public roads, and roads to be broken up under superintendence.

6. Before any public road shall be opened or broken up for the purposes of this Act by the Commissioners, they shall give to the persons under whose control or management such road may be, or their clerk or surveyor, notice in writing of their intention to open or break up the same six days at least before the commencement of such operation; and every such road shall be opened or broken up under the superintendence of the persons so having the control or management of the same as aforesaid, or their officer, if such persons or their officer choose to attend.

Roads broken up to be reinstated without delay.

7. When the surface or soil of any public road shall be opened or broken up by the Commissioners, they shall, with all convenient speed, complete the work on account of which the same shall be opened or broken up, and carry away the rubbish occasioned thereby, and shall in the meantime cause the place where such surface or soil shall be so opened or broken up to be fenced and guarded, and set up and maintain upon or against the part of the said surface or soil so broken up or opened, a sufficient light during every night during which such surface or soil shall be continued open or broken up, and shall, after replacing and making good the

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road which shall have been so broken up, keep the same in good repair for three months thereafter, and for such further time, if any, not being more than twelve months in the whole, as the soil so broken up shall continue to subside.

Penalty for failure to give notice, and for delay in reinstating roads.

8. If the Commissioners shall fail to give notice of their intention to break up any public road as herein-before required, or shall break up any such road, without having given such notice, or shall make any delay in completing any such work, or in carrying away the rubbish so occasioned as aforesaid, or in causing to be fenced, guarded, or lighted the place where such surface shall have been broken up, they shall forfeit a sum not exceeding five pounds for every such offence, and a further sum not exceeding five pounds for each day during which such delay shall continue.

Limits of lateral deviation.

9. 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, but not further; and where any of the said works are intended to pass under or over any railway authorised by Act of Parliament, the same shall be executed so as not to obstruct or interfere with the free, uninterrupted, and safe use thereof.

Limits of vertical deviation.

10. In the construction of the works authorised by this Act, the Commissioners may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet.

Provisions for protection of railway works.

11. Any works to be constructed in exercise of the powers conferred by this Act in laying down, altering, replacing, or repairing any mains or pipes (except in cases of emergency arising from defects in any pipes or other works) upon, across, or under any bridge or railway now belonging to or worked or maintained by any railway company, shall be done under the superintendence and to the reasonable satisfaction of the engineer of such railway company for the time being, and according to such plans, and at such times, as shall be reasonably approved by him before any such works are begun (except in cases of emergency arising from defects in any of the pipes or other works), but always at the expense of the Commissioners, and so as to cause no injury to any such bridge or railway, or the works thereof, or interference with the passage or conduct of traffic over such bridge or railway, and if any injury shall arise to any such bridge or railway, or the works thereof, or if any interference with the passage or conduct of traffic over such bridge or railway shall arise, or if the said railway company incur any extra expense by reason of the laying or keeping laid of the mains or pipes belonging to the Commissioners, the Commissioners shall make full compensation to the said railway company for any

such injury or interference or extra expense, and the amount thereof shall be recoverable, with full costs, from the Commissioners, by all and the same means as a simple contract debt is recoverable.

Power to agree for easements, &c.

12. The Commissioners may, subject to the provisions of this Act, take by agreement, and any person by the Lands Clauses Consolidation (Scotland) Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, or otherwise, enabled to sell lands, may grant to them any estate, easement, servitude, interest, right, or privilege, not 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.

Limiting time for exercise of compulsory powers of purchase.

13. The powers of the Commissioners for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

14. 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 cease to be exercised, except as to so much thereof as is then completed; but nothing herein contained shall restrict the Commissioners from extending, enlarging, altering, replacing, increasing, or removing any of their engines, machinery, conduits, aqueducts, mains, or pipes, or improving their supply of water at any time, and from time to time as occasion requires, subject to the provisions of this Act.

Commissioners may draw off water for repairs, and cleaning of tank or cistern.

15. It shall be lawful for the Commissioners from time to time to cause the water to be drawn or let off from the tank or cistern secondly before described for the purpose of repairing or inspecting the state of such tank or cistern or any of the banks, channels, water-gates, pipes, or other works appertaining thereto, or for the purpose of cleaning out such tank or cistern or any part thereof; but in any such case the Commissioners shall use all convenient speed in making such repairs or in executing such cleaning.

Extension of limits and of compulsory limits of supply.

16. Subject to the provisions of this Act, the limits of supply specified in the first recited Act shall be extended to and shall comprise and include the parishes of Forgan, Ferry-Port-on-Craig, and Balmerino, in the county of Fife, and the river or firth of Tay ex adverso of these parishes and of the county of Forfar on the

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opposite side of said river or firth and the limits of compulsory supply specified in the first recited Act shall be extended to and shall comprise and include that part of the parish of Forgan embracing Newport, and district adjacent within the county of Fife forming the special water supply district of that parish under the Public Health (Scotland) Act, 1867, and Acts amending the same, and the provisions of the recited Acts and this Act shall apply to the said extended limits respectively as fully and effectually as if such respective extended limits had been included in the first recited Act: Provided that the provisions in this section shall not come into operation until the Commissioners have laid along the viaduct authorised by the North British Railway (New Tay Viaduct) Act, 1881, a water pipe, and made the connexions therewith mentioned in section 19 of the said Act, and the sheriff of the county of Forfar, when satisfied that the Commissioners have so laid the said pipe and executed the said works is hereby required, on the application of the Commissioners or of the parochial board of the said parish of Forgan, to grant a certificate to that effect, and the date of such certificate shall be the date of the commencement of this Act so far as regards the extension of the limits of supply and of the compulsory limits of supply herein-before provided for.

30 & 31 Vict. c. 101.

44 & 45 Vict. c. cxxxvii.

Confirmation of agreements between Commissioners and parochial board of Forgan, Mr. Wedderburn, and Mr. Henderson.

17. (1) The contract and agreement dated the second and nineteenth days of November one thousand eight hundred and seventy-eight and (2) the agreement dated the twenty-fourth and twenty-fifth days of May one thousand eight hundred and eighty made and entered into between the Commissioners of the first part and the parochial board of the parish of Forgan, being the local authority of the said parish and of the foresaid special water supply district of the said parish of the second part, (3) the agreement of feu between Henry Scrymgeour Wedderburn and the Commissioners and (4) the agreement between George David Clayhills Henderson and the Commissioners, all set forth in the first schedule to this Act, are hereby confirmed and shall be carried into effect by the said parties respectively subject as regards the contract and agreement and the agreement first and second before mentioned to the provisions in the immediately preceding section: Provided that the following words in article sixth of the first mentioned contract and agreement, namely, "for the period from the passing of said Act to "the first January eighteen hundred and eighty nine" shall be read and construed as if it had been provided that the said period should commence from the date of the sheriff's certificate herein-before provided for.

Additional Commissioners.

18. From and after the passing of this Act one person to be elected annually in the month of November by the Commissioners

of police of the burgh of Broughty Ferry, and from and after the date of the certificate to be granted by the sheriff as herein-before provided, the chairman of the parochial board of the parish of Forgan and his successor in office for the time being shall, along with the magistrates and town council of the royal burgh of Dundee and the chief magistrate and first junior magistrate both of the burgh of Broughty Ferry and their respective successors in office for the time being, be the Commissioners under and for the purposes and for carrying into effect the provisions of the recited Acts and this Act, and sections 7 and 8 of the first recited Act, and section 18 of the third recited Act, and section 23 of the fourth recited Act are hereby amended accordingly, and the expression "the Commissioners" in the recited Acts and this Act shall be read and construed accordingly.

As to borrowing powers in recited Acts.

19. The powers to borrow money contained in the recited Acts and to grant security for such borrowed money, shall and may be exercised by the Commissioners for the purposes of this Act, as well as for the purposes of the recited Acts and the money so borrowed may be applied for the said purposes so far as the same are purposes to which capital is properly applicable.

Power to borrow additional money.

20. In addition to any money which the Commissioners have borrowed or are authorised to borrow under the recited Acts, the Commissioners may from time to time, under the authority of this Act, borrow all such sums as they think requisite for the purposes of the recited Acts, and of this Act, and of their undertaking, not exceeding the sum of eighty thousand pounds, on the security of the revenues of the property and works forming their undertaking, and of the several rates and charges leviable by them under the provisions of the recited Acts and this Act; and if, after having borrowed the said sums or any part thereof, the Commissioners pay off the same, except by means of the sinking fund it shall be lawful for them again to borrow the amount so paid off, and so from time to time.

Security for borrowed money.

21. The money authorised to be borrowed by this Act may be secured by mortgages, in terms of, and as provided for in the first-recited Act with regard to the money thereby authorised to be borrowed; and all the powers, forms, and provisions of the first recited Act with regard to the borrowing of money thereby authorised, shall apply to the money by this Act authorised to be borrowed, and to the transfer of the same, and of all mortgages granted for the same, or any part thereof: Provided that all mortgages granted or to be granted by the Commissioners in pursuance of the first recited Act shall have priority over any mortgages to

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be granted in virtue of this Act, and that all mortgages granted by the Commissioners in pursuance of the second, third, and fourth recited Acts before the passing of this Act and subsisting at the passing thereof, shall, during the continuance of such mortgages have priority over any mortgages granted by virtue of this Act: Provided further, that nothing contained in or done or suffered under this Act shall prejudice or affect the preference and priority of the perpetual annuities mentioned in the first recited Act and conferred by that Act; and every judicial factor, who may be appointed and acting under the provisions of sections 75 and 76 of the first-recited Act, or who may be appointed under the provisions of this Act, shall apply and pay over the balance of the sums received by him, as such judicial factor, to the several parties entitled to payment out of the said rates and charges and other income of the Commissioners, according to their respective rights and priorities.

Estimates to be made up by Commissioners.

22. The estimate to be made up by the Commissioners under section 44 of the first recited Act, and the assessments and rates authorised and required to be levied under section 45 of the said Act, shall not only include and be sufficient, with the other rates and income of the Commissioners, for the purpose of defraying the annual sums or expenditure specified in the recited Acts, but also the interest of any money borrowed or raised under the provisions of this Act, and the payment to the sinking fund, and the expense of maintaining and managing the additional works hereby authorised, and all other annual expenditure arising out of or consequent on the works hereby authorised.

Application of rates and charges.

23. The rates and charges levied or leviable under the authority of the recited Acts and this Act and the other income of the Commissioners whether arising under the recited Acts or this Act shall be applied in the following order of priority, that is to say: (First.) In defraying the expenses of the management and maintenance of the undertaking of the Commissioners under the recited Acts and this Act, including the salaries and other payments to the officers and servants of the Commissioners and the annual costs, charges, and expenses of providing and supplying water, and in payment of any feu duties and ground annuals and other annual payments exigible in respect of any lands, streams, or property forming part of the said undertaking; (Secondly.) In payment of the perpetual annuities by section 24 of the first recited Act required to be paid and of the interest on any moneys not exceeding in the whole the sum of eighty thousand pounds now or hereafter borrowed or raised under the authority of that Act; (Thirdly.) In payment of the interest of money which may have been or may be borrowed

or raised under the authority of the second, third, and fourth recited Acts and this Act or under any of them; (Fourthly.) In payment of the sums by the recited Acts as altered by this Act and by this Act directed to be set apart as a sinking fund; and (Lastly.) In payment of such portion of the cost of enlarging or increasing and renewing the number of mains and pipes, and of extending the works, mains, and pipes from time to time, as the Commissioners shall think it reasonable to charge against the revenue for the year, and of any other necessary annual expenditure: Provided that in the event of the Commissioners paying off the money borrowed under the recited Acts or any part thereof, and raising such money as well as the money authorised to be borrowed under this Act or any part thereof, by means of stock to be created and issued as after mentioned, the holders of such stock shall rank pari passu, and without any preference or priority the one over the other.

Application of borrowed money.

24. The several sums to be borrowed by the Commissioners on mortgage, or raised by means of debenture stock under the authority of this Act, shall be applied for the purposes of the recited Acts and this Act only to which capital is properly applicable, and no part thereof shall be applied to purposes for which the annual revenue of the Commissioners is applicable.

Protection of lenders from inquiry.

25. Any person lending or paying money under the recited Acts or this Act to the Commissioners shall not be bound or entitled to inquire as to the observance by the Commissioners of any provisions of the recited Acts or this Act, or of any Act incorporated therewith, or be bound to see to the application, or be answerable for any loss or non-application of such money, or of any part thereof.

Power of creating and issuing debenture stock.

26. The Commissioners may from time to time resolve that any portion of their debt then subsisting, whether borrowed under this Act, or due under any former Act or Acts, may be converted into debenture stock of the Commissioners to be called Dundee Water Debenture Stock of like amount, either by agreement with the holders or by paying off the same respectively when due, and issuing stock of a corresponding amount instead of reborrowing the sums so paid off, and may also from time to time resolve that the whole or any part, to be defined in and by such resolution, of the moneys which the Commissioners shall have authority to raise by borrowing, and which shall not then have been raised, shall or may be raised by the creation and issue of debenture stock.

Holders of existing debts may by agreement take stock therefor.

27. The holder of any mortgage or other document of debt of the Commissioners in force at the commencement of this Act, may agree with the Commissioners to surrender and discharge the same,

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Powers of conversion to trustees, &c.

28. Any person who holds any such mortgage or other document of debt and who is one of the persons enabled by the Lands Clauses Consolidation (Scotland) Act, 1845, section 7, to sell land under that Act, may consent to the conversion of such mortgage or other document of debt into debenture stock, or to the payment of the moneys secured thereby before the time limited for the payment thereof, as if such person were the absolute owner in his own right of such mortgage or other document of debt.

Converted stock subject to same trusts, &c.

29. All securities granted under this Act in substitution for or on account of any such mortgage or document of debt, shall be subject and liable to the same trusts, powers, provisions, and declarations, agreements, charges, liens, and encumbrances as immediately before the conversion or payment thereof affected such mortgage or other document of debt, and so as to give effect to and not to annul any testamentary or other disposition of or affecting the same, and every such disposition shall take effect with reference to a proportionate amount of the substituted stock.

Regulations applicable to stock.

30. The following provisions shall apply to debenture stock created and issued under the powers of this Act; that is to say:—

(1) The stock shall be issued by the Commissioners in such amounts, in such manner, at such prices and such times, and subject to such conditions, not being inconsistent with the provisions of this Act and being equally applicable to all issues of stock at all times, as the Commissioners at or before the creation thereof may from time to time determine, and any of the stock shall bear such fixed interest, being the same for all issues of stock, as the Commissioners by resolution shall fix.

(2) The several holders of the stock shall be creditors of the Commissioners for the payment of the interest due thereon, and shall be deemed to hold, by virtue of this Act, a mortgage of the net revenues of the property and works forming the undertaking of the Commissioners, and of the several water rates and charges leviable under the provisions of the recited Acts and this Act in security of such payment.

(3) The interest shall be payable at the office of the treasurer half-yearly on the fifteenth day of May and the eleventh day of November, unless either of such days shall fall on a Sunday or a day observed as a bank holiday, and in any such case on the following day, unless such following day be a Sunday, and then on the following Monday.

(4) The Commissioners shall keep a book to be called the "Register of Holders of Dundee Water Debenture Stock;" and in such book shall be entered from time to time the names and addresses of the several persons, and the names of the several corporations respectively entitled to stock, together with the amount of the stock to which such holders shall be respectively entitled, and the surnames and corporate names of such holders shall be placed in alphabetical order, and every holder (and if such holder be a corporation, the clerk or agent of such corporation), may at all convenient times peruse such books gratis, and may require a copy thereof or of any part thereof, and for every one hundred words so required to be copied the Commissioners may demand a sum not exceeding one shilling.

(5) The Commissioners shall on demand deliver to each holder of stock, a certificate under the hand of their treasurer and two of the Commissioners, and sealed with the common seal of the Commissioners, stating the amount of stock held by him and the certificate may be in the form in the second schedule to this Act annexed or to the like effect, and for such certificate the Commissioners may demand any sum not exceeding two shillings and sixpence.

(6) The certificate of any stock shall be admitted in all courts as primâ facie evidence of the title of the holder thereof to the stock therein specified.

(7) If the certificate of any stock be worn out or damaged, then on its being produced to the Commissioners they may order it to be cancelled, and thereupon they shall issue a similar certificate to the person then entitled to the certificate so worn out or damaged, or if such certificate be lost or destroyed, then on proof thereof to the satisfaction of the Commissioners, they shall issue a similar certificate to the person then entitled to the certificate so lost or destroyed, and in either case a due entry of the substituted certificate shall be made by the Commissioners in the register of stock, and for every such substituted certificate the Commissioners may demand any sum not exceeding two shillings and sixpence.

(8) The stock shall be transmissible and transferable as and shall in all other respects have the incidents of personal estate.

(9) The Commissioners shall not be bound to pay the interest of any stock until the person entitled thereto shall have demanded a certificate thereof, and no such interest in arrear and not wrongfully withheld by the Commissioners shall bear interest.

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(10) Nothing in this Act contained shall affect any power or duty of the Commissioners to sell, lease, or otherwise dispose of any land or property belonging to them, although the same or the revenue thereof may be charged as security for the stock, or shall affect any power or duty of the Commissioners to apply the moneys arising from any such sale, lease, or disposition in discharge of such liabilities and securities as are a charge on the same in priority to the stock.

(11) Subject as herein-before provided, all moneys received by the Commissioners on the sale of any land or property on which or on the revenues of which the stock is charged, shall be applied in redemption of such stock.

(12) When any land or other property is sold or otherwise disposed of by the Commissioners, the same shall in the hands of any person or body corporate to whom the same shall have been sold or disposed, and his or their heirs, successors, and assignees, be absolutely freed from all claims, charges, or obligations in respect of any stock granted or issued under this Act, and such person or body corporate shall not be bound to see to or inquire into the application by the Commissioners of the money arising from such sale or disposition, or be in any way responsible for the non-application or mis-application thereof.

(13) The Commissioners may from time to time apply all or any moneys standing to the credit of any sinking fund which they are required to set aside in the purchase and redemption of stock, and may by agreement with any stockholder redeem or purchase any portion of the stock. When any portion is so redeemed or purchased an entry of the redemption or purchase thereof shall be made in the register of stockholders. Whenever such portion is redeemed or purchased by the application or by means of any sinking fund, such redeemed or purchased portion shall be wholly extinguished.

(14) After the conversion of any mortgages or other documents of debt into stock, or after any money shall have been raised by the Commissioners by the issue of stock, it shall not be lawful for the Commissioners to issue mortgages or any other securities for the amount so converted or raised, or again to borrow the same, but the powers of borrowing by the Commissioners shall to that extent be extinguished.

Rules applicable to transfer of stock.

31. With respect to the transfer of debenture stock the following provisions shall have effect (that is to say) :—

(1) Stock may be transferred in any amount divisible by ten pounds, and every such transfer shall be by deed duly stamped

in which the consideration shall be truly stated, and such deed may be according to the form in the third schedule to this Act annexed, or to the like effect.

(2) The Commissioners shall keep a book to be called the "Register of Transfers of Dundee Water Debenture Stock," and every such deed of transfer, when duly executed, shall be delivered to and be kept by the Commissioners, and they shall enter a memorial of every such deed of transfer in such book, and shall endorse such entry on the deed of transfer (such endorsement to be signed by the treasurer), and shall on demand deliver a new certificate to the transferee, and for every such entry of a deed of transfer with such endorsement, and with or without such certificate, may demand any sum not exceeding two shillings and sixpence, and on the request of any transferee an endorsement of the transfer to him shall be made on the certificate of the stock transferred instead of a new certificate being granted, and such endorsement being signed by the treasurer shall be considered in every respect the same as a new certificate, and until such deed of transfer be so delivered to the Commissioners, the transferee shall not be entitled to receive any part of the interest on the stock transferred.

(3) The Commissioners may close the register of transfers for any period not exceeding seven days before the fifteenth day of May and eleventh day of November yearly, and any transfer made during the time when that register is closed shall as between the Commissioners and the transferee, but not otherwise, be deemed made after that time.

(4) If any stock become transmitted in consequence of the death or bankruptcy of any holder thereof, or in consequence of the marriage of a female holder thereof, or by any lawful means other than by a transfer according to the provisions of this Act, such transmission shall be authenticated by a declaration in writing as by this Act provided, and until the transmission be so authenticated any person claiming by virtue thereof shall not be entitled to receive any interest or any part of the stock transmitted.

(5) Every such declaration shall state the manner in which and the party to whom the stock is transmitted, and shall be made and signed by some credible person before a justice of the peace, and such declaration shall be left with the Commissioners, and thereupon they shall enter the name of the person entitled under such transmission in the register of transfers, unless good cause be shown to the contrary, and for every such

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entry the Commissioners may demand any sum not exceeding five shillings.

(6) If the transmission be by virtue of any testamentary instrument or by intestacy, the probate of the will or the letters of administration duly produced in the Commissary or Sheriff Court and indorsed as required by the law of Scotland or the testament testamentar or the testament dative shall with the declaration be produced to the Commissioners, who shall upon such production, in any one of those cases, make an entry of the declaration in the register of transfers, and for every such entry the Commissioners may demand any sum not exceeding five shillings.

(7) Upon any subdivision of stock by transfer thereof or of any part thereof, the Commissioners may, upon the delivery up to them of the original certificate, grant to the transferees or persons entitled new certificates for the portions of stock to which they are respectively entitled, and for every such certificate the Commissioners may demand any sum not exceeding two shillings and sixpence.

(8) The Commissioners shall not register any transfer except upon the production of the certificate relating to the stock to be transferred, or evidence satisfactory to the Commissioners that the same has been lost or destroyed.

Certificates of stock to bearer.

32. Instead of issuing certificates to nominal holders, or in place of any such certificates, the Commissioners may, subject to the provisions of this Act with respect to trustees and to the conditions herein-after mentioned, issue debenture stock certificates to bearer, that is to say, certificates of title to the stock or any part thereof, with coupons annexed to bearer, and entitling the bearers of the coupons to the dividends of the stock.

Rules applicable to certificates of stock to bearer.

33. The following provisions shall apply to certificates of debenture stock to bearer :—

(1) A stock certificate to bearer shall entitle the bearer to the stock therein described, and shall be transferable by delivery.

(2) Where a stock certificate to bearer is outstanding, the stock represented thereby shall cease to be transferable by deed.

(3) The coupons annexed to the certificate to bearer at the time of issue, shall comprise the dividends to be payable in respect of the stock therein described, for not less than five years from the date of the certificate.

(4) On the expiration of that period fresh coupons shall be issued for a further period of not less than five years each

during the continuance in force of the stock certificate, but the Commissioners may, if they think fit, in lieu of issuing fresh coupons in respect of a stock certificate to bearer, give in exchange a fresh stock certificate to bearer with coupons annexed.

(5) The payment to the bearer of a coupon of the amount expressed therein, shall be a full discharge to the Commissioners of all liability in respect of that coupon and the dividend represented thereby.

(6) A trustee shall not apply for or hold a stock certificate to bearer or coupon, unless authorised to do so by the terms of his trust, and any contravention of this section by a trustee shall be deemed a breach of trust, but this provision shall not impose on the Commissioners any obligation to inquire whether a person taking or applying for a stock certificate to bearer or coupon, is or is not a trustee, or subject the Commissioners to any liability in the event of their issuing a stock certificate to bearer, or coupon to a trustee, or invalidate any stock certificate to bearer or coupon so issued.

(7) If a stock certificate to bearer or coupon be lost or destroyed, the Commissioners shall issue a new stock certificate or coupon on receiving an indemnity to their satisfaction.

(8) Stock described in a stock certificate to bearer, shall be charged on the same securities, and save in so far as such stock certificate is a negotiable instrument, and save as relates to the mode of transfer and payment of dividends thereon, shall be subject to the same incidents, and be entitled to the same rights and privileges in all respects as if it had continued entered in the register as stock transferable therein.

(9) On the issue of a stock certificate to bearer, the Commissioners may demand any sum not exceeding two shillings and sixpence on every one hundred pounds of stock included in the certificate, and a proportionate amount for any less sum of stock.

(10) No fee shall be charged on the issue of a stock certificate to bearer in exchange for a like certificate.

(11) The bearer of a certificate to bearer may on delivery of his certificate, and of all unpaid coupons belonging thereto, to the Commissioners, and on compliance with any regulations made under this Act, require the Commissioners to enter him in the register as a holder of the stock described in such stock certificate, and thereupon that stock shall be re-entered on the register, and shall become transferable therein, and the

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dividends thereon shall be payable as if no such stock certificate to bearer had been issued in respect of that stock.

(12) On the re-entry by the Commissioners of the stock included in a stock certificate to bearer, a fee not exceeding five shillings shall be payable to the Commissioners.

(13) The Commissioners may from time to time issue any forms required for carrying into effect the provisions of this section, and may from time to time make reasonable regulations and alter, vary, or repeal any such regulations relating to the following matters:—

(*a.*) The time for which coupons are to be given;

(*b.*) The mode in which the Commissioners are to act in issuing stock certificates to bearer, or entering in the register the holders of stock certificates to bearer or their nominees;

(*c.*) The mode of proving the title of or identifying any person applying for a stock certificate to bearer;

(*d.*) The mode of proof of the loss or destruction of a stock certificate to bearer or coupon;

(*e.*) Any other matter necessary to carry this section into effect.

Provided that no such regulation shall be inconsistent with this Act, and all such regulations for the time being in force shall be duly observed.

Provision for compositions for stamp duty on stock.

34. The expenses from time to time incurred by the Commissioners in payment of composition for stamp duty in respect of stock, shall be deemed to be expenses incurred by the Commissioners for the several purposes for which the stock, or as the case may be, the mortgages or other documents of debt converted into stock is or shall have been issued, and such expenses may be charged as capital expenses.

Notice of trusts not to be received.

35. No notice of any trust, express, implied, or constructive, shall be received by the Commissioners, or by any registrar or officer of the Commissioners in relation to any stock whether issued to bearer or otherwise.

Stock issued at premium.

36. When any stock is issued at a premium, such premium shall be carried to a separate account, and be applied to the purposes to which the sinking fund is applicable.

Interest on stock recovered by action.

37. If the interest of any stock being payable be not paid upon demand thereof in writing made to the Commissioners by the holders thereof, such holders may sue for and recover the same with full costs by ordinary action in any court of competent jurisdiction.

If interest in arrear for two months, judicial factor may be applied for.

38. If within two months after the interest on any stock or part thereof has become payable, and after demand thereof in writing, it be not paid, the holder thereof, without prejudice to his right to sue for the amount in arrear in any court of competent jurisdiction, may require the appointment of a judicial factor by an application to be made as in this Act provided.

Application for judicial factor, and his powers.

39. Every such application shall be made to either division of the Court of Session and such division (herein-after called "the Court") may, if it think fit, appoint a judicial factor on such terms and conditions, and with such powers as the Court may think necessary, and such judicial factor shall have the power of assessing and raising and recovering the rates and charges that may be liable to the payment of the interest on the stock, as the Commissioners themselves or any officer of theirs might have, and shall apply all moneys received by him after payment of expenses and costs, under the direction of the Court, for the purposes of and in conformity with the provisions of the recited Acts and this Act.

Discharge of judicial factor, &c.

40. The court may at any time discharge such judicial factor, and shall have full jurisdiction over him and over the applicants and all persons interested in his acts.

Authentication of certificates of stock.

41. If the certificate of any stock bear the signature of the treasurer and two of the Commissioners, and the common seal of the Commissioners, it shall not be necessary for any person or body to inquire whether the moneys mentioned in the certificate are within the borrowing or other powers of the Commissioners.

Prior holders of annuities and debts not to be prejudiced.

42. Nothing in this Act contained shall in any way prejudice or affect the rights, remedies, and priorities of the holders of perpetual annuities, or of the holders of mortgages or other documents of debt of the Commissioners created or issued before the first creation or issue of stock under this Act, nor be deemed to give to the Commissioners the right to convert any such perpetual annuities at any time, or any such mortgages or securities existing at the commencement of this Act, into stock, or otherwise to disturb or interfere with the same, without the previous consent in writing of the respective holders; nor shall anything in this Act contained be deemed to authorise the Commissioners to pass any resolution for the conversion of any such perpetual annuities mortgages or other documents into stock unless the consent in writing of the respective holders has previously been obtained, or unless it be declared in such resolution that such consent shall be obtained prior to such conversion.

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Reborrowing or reissuing of stock.

43. If the Commissioners pay off any debts or securities or purchase or redeem any stock otherwise than by the operation of the sinking fund by this and the recited Acts provided, they may, in any manner authorised by this Act, reborrow or raise the amount so paid off, and so from time to time.

Joint holders of stock.

44. If two or more persons are registered as joint holders of any stock, any one of such persons may give effectual receipts for any interests on such stock, unless notice is given to the contrary to the Commissioners by any other joint holder of such stock.

Interest warrants on stock by post. 39 & 40 Vict. c. 81.

45. The Commissioners may from time to time make arrangements for payment of interest on debenture stock by sending warrants through the post, and every warrant so sent shall be deemed a cheque within the meaning assigned to that term in the Crossed Cheques Act, 1876.

Mode of obtaining interest warrants by post.

46. Where the holder of any debenture stock desires to have his interest warrants sent to him by post, he shall make a request for that purpose to the Commissioners in writing, signed by him, in a form approved by the Commissioners, and shall give to the Commissioners an address in the United Kingdom or in the Channel Islands or the Isle of Man, to which the letters containing the warrants are from time to time to be sent.

Protection of Commissioners.

47. The posting by the Commissioners or their treasurer or clerk of a letter containing an interest warrant addressed to the holder of debenture stock at his request under this Act, at the address given by him to the Commissioners, shall as respects the liability of the Commissioners and their officers be equivalent to the delivery of the warrant to the said holder of the debenture stock himself.

Registers evidence of title, &c.

48. The registers of the debenture stock and of the transfers of debenture stock kept under the provisions of this Act shall be primâ facie evidence of all matters therein entered under the provisions of this Act, and of the title of persons entered therein as owners of any debenture stock.

Commissioners may arrange with bank for attending to debenture stock matters.

49. The Commissioners may from time to time enter into such arrangements with any bank or banking company as they may think fit for carrying into effect the provisions of this Act with reference to the creation and transfer of debenture stock and the management thereof, and the keeping of the registers and any other matters, and for the proper remuneration of the bank with reference thereto.

Power of Commissioners to

50. The Commissioners may from time to time make, alter, and rescind with reference to the transfer of debenture stock, or otherwise

in relation to such stock, reasonable regulations not inconsistent with the provisions of this Act. A printed copy of all such regulations shall be entered in the registers, and any such regulations for the time being in force shall be duly observed.

make regulations as to debenture stock matters.

51. The provisions of section 22 of the fourth recited Act, in regard to the sinking fund for the money authorised to be borrowed by that Act, shall apply to the money authorised to be borrowed by this Act; but the sums directed to be set apart by section 81 of the first recited Act, and by section 35 of the second recited Act, and by section 22 of the fourth recited Act, and by this Act, shall not for any year during the period of ten years from and after the passing of this Act exceed a sum equal to the produce of two pence of the domestic water rate for any such year, and the domestic water rate shall be levied and to that extent applied accordingly.

Sinking fund.

52. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Commissioners out of the moneys to be raised under the authority of the recited Acts and this Act.

Costs of Act.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Contract and Agreement between the Dundee Water Commissioners, of the first part; and the Parochial Board of the parish of Forgan, being the local authority of the said parish, and of the special water supply district of the said parish, created under and by virtue of a resolution of the said local authority, dated the sixteenth September, eighteen hundred and seventy-eight, of the second part.

Whereas the first parties have, under an agreement entered into between them and the North British Railway Company, obtained from the said Company the privilege of laying down and maintaining along the entire length of the Tay Bridge an iron pipe, six inches in diameter, for supplying water to Newport and the surrounding and adjacent districts; and whereas the second parties have applied to the first parties for a supply of water for their special water supply district, and they have agreed to give such supply in the manner and on the terms underwritten; therefore the parties hereto do hereby contract and agree as follows:—

First. The first parties shall give such supply of water as the said second parties may require for their water district, through and by means of the said Tay Bridge pipe, and relative connexions, including a tank or cistern, to be constructed by the said first parties at or near Wormit, on the estate of Frederick Lewis Scrymgeour Wedderburn, Esquire, of Wedderburn and Birkhill, and at a height not less than two hundred and fifty feet ordnance datum, and the second parties shall take such supply at and from said tank or cistern by means of branch or other pipes to be laid and maintained by the second parties at the sight and to the satisfaction of the first parties or their engineer for the time; but it is hereby provided that the obligations of the first parties under these presents shall not apply to any room, house, or place which cannot be supplied by gravitation from the said tank or cistern to be constructed by the first parties; and in terms of the statutes, it is also hereby provided that the said agreed-on supply shall not prejudicially affect or restrict the supply of water from time to time required within the limits of the Dundee Water Acts.

Second. The second parties shall pay to the first parties for the water so to be supplied by them, at and after the rate of sixpence per one thousand gallons, measured at the outlet of the said tank or cistern, and which measurement shall be made and certified from time to time by James Watson, engineer of the said first parties, or his successors in office, and shall be made on and over a meter to be supplied and maintained for the purpose by the said first

parties. In addition to the said rate, the said second parties shall also pay to the first parties year by year a sum equal to five and three-fourths per cent. on the total cost of the first parties' works, from the north end of the Tay Bridge to the said tank or cistern at Wormit, including the cost of said tank or cistern, as such total cost shall be certified by the said James Watson, or his successors in office. 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 said first parties' works are completed.

Third. All the connexions of the second parties' works with the first parties' works, as well as the mode of supplying the water, shall be made and regulated at the sight and to the satisfaction of the said first parties' engineer, or his successors in office, and in case of any failure to supply water by accident to the works of the first parties either in Forfarshire, Perthshire, on the Tay or in Fifeshire, or otherwise, the second parties shall have no claim of damages or other claims against the first parties.

Fourth. This agreement shall come into operation when and as soon as the first parties have laid their pipe over the Tay Bridge, and have constructed their relative works, including the said tank or cistern, and will endure until put an end to by the second parties' water district being brought under the operation of the Dundee Water Acts as after written.

Fifth. The first parties have negotiated with the said Frederick Lewis Scrymgeour Wedderburn for a wayleave for pipes from the Newport outlet of the said tank or cistern to the turnpike road adjoining, it is agreed that the first parties shall themselves lay the pipes for that distance according to the line selected by them, and that the second parties shall pay the cost thereof, including wayleave, as the amount of such cost shall be certified by James Watson, engineer to the first parties, or his successors.

Sixth. Should need arise, the first parties shall, on their first application to Parliament for other purposes, apply to Parliament for confirmation of the present agreement, subject to such alterations as Parliament may think fit to make thereon; and, further, in any such application to Parliament, the second parties shall, if the first parties so desire, consent so far as the second parties are concerned to the whole of the parishes of Forgan, Ferry-port-on-Craig, and Balmerino being brought within the permissive limits of the Dundee Water Acts, and to the second parties' special water supply district being brought within the compulsory limits of the said Acts: Provided always as regards the said water district to be brought within the compulsory limits that, for the period from the passing of said Act to the first January eighteen hundred and eighty-nine, the domestic water rate to be levied by the Commissioners in the said district, as well as the rates for water supplied by meter, shall be twenty per cent. higher that the Dundee rates for the time, and that the public water rate shall always be the same as in Dundee for the time: Provided also that, in such case, all the pipes and water plant of the second parties shall be taken over by the first parties at the value thereof, as the same shall be fixed by arbiters mutually chosen, or their oversman, but which value shall in no case exceed the cost prices thereof.

Lastly. Both parties agree to implement and fulfil these presents to each other fully, and in good faith. In witness whereof (declaring that the correct

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name of the proprietor of Wedderburn and Birkhill is Henry Scrymgeour Wedderburn and not Frederick Lewis Scrymgeour Wedderburn as before written) these presents written on this and the two preceding pages by Charles Davie, clerk to Pattullo and Thornton, solicitors in Dundee, are executed in duplicate by the parties hereto as follows, vizt.:—the same are subscribed by James David Grant, solicitor, Dundee, the chairman of the said the Parochial Board of the parish of Forgan, and William Thomson, merchant, Dundee, and residing in Newport, Harry Walker, spinner, Dundee, and residing in Newport, David Anderson, corn merchant, Dundee, and residing in Newport, and James Brown, builder, Newport, four members of the said the Parochial Board of the parish of Forgan, and all being a committee of the said the Parochial Board of the parish of Forgan, duly appointed to carry out and execute all agreements in reference to the water supply for their said special water supply district, and for and on behalf of the said the Parochial Board of the parish of Forgan, and in name of the said board as the parties hereto of the second part, as follows, vizt.:—by the said James David Grant, and William Thomson, at Dundee, on the second day of November, eighteen hundred and seventy-eight years, before these witnesses, William Martin, solicitor, Dundee, and James Scott, apprentice to the said James David Grant, by the said Harry Walker, at Newport, on the day, month, and year last-mentioned, before these witnesses, John Brown, shipbuilder, Dundee, and the said William Martin, and by the said David Anderson and James Brown, at Newport, on the day month and year last mentioned, before these witnesses, the said William Martin and William Wilson, teacher, Dundee, and the same are also subscribed by William Brownlee, provost of the burgh of Dundee, James Thomson, one of the bailies of the said burgh of Dundee, and Hugh Ballingall, one of the common councillors of the said burgh of Dundee, three of the said the Dundee Water Commissioners, and a majority and quorum of a committee of the said the Dundee Water Commissioners specially appointed by and with powers to execute this agreement for and on behalf of the said the Dundee Water Commissioners, and the common or corporate seal of the said the Dundee Water Commissioners is at the same time hereto impressed all duly and regularly at Dundee, on the nineteenth day of said month of November and year last mentioned, before these witnesses, John Carron Jameson and David Laing, both clerks to William Hay, town clerk, Dundee.

(Signed) Wm. Martin, Witness.
Jas. Scott, Witness.
John Brown, Witness.
Wm. Martin, Witness.
Wm. Martin, Witness.
Wm. Wilson, Witness.
John C. Jameson, Witness.
Dav. Laing, Witness.

(Signed) J. D. Grant, Chairman.
Wm. Thomson.
H. Walker.
David Anderson.
James Brown.
W. Brownlee, Provost Comr.
James Thomson, Bailie Com.
Hugh Ballingall, Comr.

L.S.

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AGREEMENT between THE DUNDEE WATER COMMISSIONERS, of the first part; and THE PAROCHIAL BOARD of the PARISH of FORGAN being the LOCAL AUTHORITY of the said PARISH and of the SPECIAL WATER SUPPLY DISTRICT of the said PARISH, created under and by virtue of RESOLUTION of the said LOCAL AUTHORITY, of the second part.

WHEREAS the first and second parties, by agreement bearing date the second and nineteenth November, eighteen hundred and seventy-eight agreed as to a supply of water to the said second parties' water district as therein mentioned; and whereas, in consequence of the fall of a portion of the Tay Bridge the supply thereby agreed upon is for the present unavailable; and whereas the second parties, by letter bearing date the twenty-ninth day of April, eighteen hundred and eighty, requested the first parties to supply their, the second parties, said water district with water from the Wormit stream or burn through the first parties' reservoir on Wormit Hill, upon the terms and as mentioned in the said letter; and whereas the first parties, by the resolution of their works committee dated twenty-ninth April, eighteen hundred and eighty, afterwards confirmed by the Commissioners themselves, resolved to enter into an arrangement to supply water as mentioned in the said letter, upon the footing and condition expressed in the said resolution: and whereas parties have further negotiated on the subject, and it has now been agreed as after mentioned; therefore both parties hereto do hereby agree as follows.—

1. The first parties agree to supply water to the second parties said special water supply district from the said Wormit stream or burn through the said first parties reservoir on Wormit Hill, so long as the first parties have right to take the water from the said stream or burn and to maintain pipes and apparatus for leading and pumping the same into their said reservoir under an agreement made or about to be made with the proprietor, and which it is proposed shall endure till Martinmas eighteen hundred and eighty-seven; but it is hereby declared that the second parties shall have no claim against the first parties by or through failure to supply water as aforesaid in consequence of accidents to the first parties' works, engines, boilers, pumps or other plant, or otherwise howsoever; such accidents, however, being always repaired as soon as possible; and that the said supply hereby agreed upon shall not be more than the said stream or burn to the extent and on the terms conceded to the first parties by their agreement with the proprietors shall enable them to give and afford through their said reservoir.

2. In return for the said supply, the second parties shall pay to the first parties the sum of two hundred and fifty-three pounds annually over and above the sum of sixpence sterling for every one thousand gallons of water from said stream or burn passing into their the second parties' water system of pipes over a meter placed, or to be placed, by the first parties at the outfall from their said reservoir on Wormit Hill; which sixpence sterling for every one thousand gallons shall also be paid by the second parties to the first parties, as the amount thereof shall be certified by James Watson, engineer in Dundee, the engineer of the said Commissioners, or his successors in office for the time; and the said

A.D. 1882. annual payment of two hundred and fifty-three pounds, and the said sixpence sterling for every one thousand gallons as aforesaid, shall be made in two portions, within one month after Martinmas and Whitsunday annually, for the half-year or period preceding.

3. The foregoing arrangement shall endure so long as the first parties supply the second parties with water from the foresaid stream or burn, and have right to take the water from the said stream or burn, and to maintain pipes and apparatus as aforesaid under their said agreement with the proprietor; but it shall in any event terminate when the first parties can supply the second parties from their Lintrathen system viâ a restored Tay Bridge pipe from Dundee to Fife, taking water into said reservoir on Wormit Hill; declaring also that upon the said first parties being so able to supply water viâ the Tay Bridge, the said contract and Agreement between the parties hereto of date the second and nineteenth November, eighteen hundred and seventy-eight, shall revive and come into operation.

4. In the event of the foregoing agreement or arrangement being challenged and of its being found that the first parties had or have no legal power to make or enter into the same or to agree as before mentioned, then the second parties hereby agree to take over from the first parties and pay to them the expense of all new or additional engines, boilers, pumps, pipes and other plant and apparatus supplied or laid down by the first parties for the purposes of this agreement, as the value thereof shall be certified by the said James Watson, whom failing some neutral engineer to be appointed by both parties at the request of either, and failing their so appointing, then by a valuator to be named by the sheriff of the county of Forfar on the application of either party; Provided always that in such case the second parties shall also receive and take in lease from the first parties the said reservoir on Wormit Hill and the pipe or pipes therefrom, to which the new pipes under this agreement will be connected, and that at and for an annual rent, payable half-yearly, equal to five and three-fourths per centum per annum on the cost of the said reservoir including the site thereof and the said pipe or pipes including the way-leave thereof, as such cost shall be certified by the said James Watson, whom failing by an engineer to be agreed upon or appointed as aforesaid; declaring also that, on the event provided for in this article arising, the first parties shall, so far as they are concerned, assent to the second parties obtaining such water rights from the proprietor of the foresaid stream or burn as said second parties and the proprietor may agree on; and further declaring that the foresaid lease of the said reservoir and pipe or pipes, and any agreement between the second parties and the proprietor as to water rights shall in any event terminate when the first parties can supply the second parties from their Lintrathen system viâ a restored Tay Bridge pipe as aforesaid, in which case their foresaid contract and agreement is to revive and come into operation as provided for in Article "3" hereof. Declaring also that if from any cause the water of the said stream or burn is not in the event foresaid obtained by the said second parties as aforesaid, or is lost to them the foresaid agreed on contingent lease of the said reservoir and pipe or pipes shall terminate.

Lastly. Both parties agree and bind themselves to implement these presents to each other fully and in good faith. In witness whereof these presents, written on this and the two preceding pages by Isaac Laird, clerk to Pattullo and

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Thornton, solicitors, Dundee, are under the declaration that the words "it is proposed" interlined between the lines sixth and seventh of Article first hereof, so as to come in and read between the words "which" and "shall" occurring in the said seventh line, were duly interlined before subscription, and form part of these presents executed (in duplicate) as follows, viz.:—the same are subscribed by James David Grant, solicitor, Dundee, the chairman of the said the Parochial Board of the parish of Forgan, and David Anderson, corn merchant in Dundee, and residing in Newport, James Brown, builder, Newport, William Robertson, engineer, Dundee, and residing in Newport, William Thomson, merchant, Dundee, and residing in Newport, and Harry Walker, merchant, Dundee, and residing in Newport, five of the members of the said the Parochial Board of the parish of Forgan, all for and on behalf of and duly authorised by the said the Parochial Board of the parish of Forgan, and in name of the said Board as the parties hereto of the second part, all at Dundee, on the twenty-fourth day of May, eighteen hundred and eighty years, before these witnesses, William Martin, solicitor, Dundee, and Archibald Whyte, his clerk; and the same are also subscribed by William Brownlee, provost of the burgh of Dundee, and James Thomson and Hugh Ballingall, common councillors of the said burgh of Dundee, three of the said the Dundee Water Commissioners, and for and on behalf of and duly authorised by the said the Dundee Water Commissioners, and the common or corporate seal of the said the Dundee Water Commissioners is at the same time hereto impressed all duly and regularly at Dundee, on the twenty-fifth day of said month of May and year last mentioned, before these witnesses, John Carron Jameson and John Croll, both clerks to William Hay, town clerk, Dundee, and clerk to the said Commissioners.

(Signed) Wm. Martin, Witness.
Archibald Whyte, Witness.
Wm. Martin, Witness.
Archibald Whyte, Witness.
John C. Jameson, Witness.
Jno. Croll, Witness.

(Signed) J. D. Grant, Chairman.
David Anderson.
James Brown.
Wm. Robertson.
Wm. Thomson.
H. Walker.
W. Brownlee, Provost.
James Thomson, Com.
Hugh Ballingall, Com.

L.S.

Agreement of Feu between Henry Scrymgeour Wedderburn, Esquire, of Wedderburn and Birkhill, of the first part; and the Dundee Water Commissioners, of the second part.

Whereas by agreement between the parties hereto dated fourteenth and nineteenth days of November, eighteen hundred and seventy-eight, the second parties agreed to purchase from the first party, all and whole that plot of ground on Wormit Hill, particularly described in the said agreement, for the purpose of

A.D. 1882. erecting thereon a reservoir for supplying water to Newport and the surrounding and adjacent districts, and also a right of wayleave for pipes to and from the said reservoir, and in connexion with a pipe laid across the Tay Bridge; and a disposition thereof has since been duly executed and delivered by the first party to the second party. And whereas said reservoir has been erected on the said plot of ground, and the said pipes laid. And whereas by the destruction of the Tay Bridge the supply of water to said reservoir was stopped. And whereas the said second parties some time ago applied to the first party for permission to use the water of the Wormit stream or burn on the land belonging to the first party at Wormit Bay, and also to lease a piece of ground for the erection of a cistern pump and engine, for the purpose of pumping water from said stream or burn to the said reservoir, and so enabling the second parties to utilise said reservoir, and to give a supply of water to the districts which it was intended to serve therefrom, and that the first party agreed to grant said permission on certain terms and conditions, which are embodied in a minute of agreement entered into between said parties, dated twenty-fourth June and thirteenth July, eighteen hundred and eighty. And whereas, under said agreement, the second parties have since been in possession of said piece of ground, on which they have erected certain works for the pumping and conveyance of said water to the reservoir before referred to. And whereas the second parties have now applied to the first party to concur with them in cancelling said last recited agreement, and to substitute therefor a feu right to the piece of ground hereinafter described with a perpetual right of use of the said water and wayleave; and that the first party has agreed to comply with said request on the terms and conditions herein-after embodied. Therefore the said parties do hereby agree and bind and oblige themselves each to the other as follows, videlicet:—

First. The first party agrees to feu to the second parties all and whole that plot of ground of the farm of Wormit, extending to eight hundred and seventy-two one thousandth parts of an acre or thereby, and which plot of ground is delineated and coloured red on the plan hereunto annexed and signed as relative hereto, with a perpetual right, subject to the limitations and conditions herein-after expressed to the streams or springs of water rising in or flowing into said piece of ground, and to impound the same, and also a perpetual right and privilege of wayleave through the lands shown on the said plan annexed and signed as relative thereto, and coloured blue on the said plan, for the purpose of laying down and maintaining the line or lines of pipe already laid or to be laid from the cistern erected by the second parties on the ground hereby agreed to be feued to the pipe at the south end of the Tay bridge, which communicates with said reservoir, also a right and privilege to the rise of the present road which leads from the public road south of the farm buildings of Wormit, west to and under the Tay Bridge North British Railway, thence northward, westward, and southward through the lands of Wormit to the north boundary of the plot of ground herein referred to, or in the event of the existing road being required by the first party for feuing, or any other purpose, access shall be given to the ground and works of the second parties by a suitable road in substitution thereof.

Second. The said second parties hereby bind themselves to pay to the said first party as feu duty in respect of the said plot of ground herein-before agreed to be feued to them, and of wayleave for said pipe, and for the right of use of

said water and water supply with other privileges as aforesaid the sum of twenty pounds sterling yearly, payable at two terms in the year, Martinmas and Whitsunday, by equal portions, beginning the first term's payment at Martinmas, eighteen hundred and eighty-two, for the period preceding, and the next term's payment at Whitsunday, eighteen hundred and eighty-three, for the half-year preceding, and continuing said payments of twenty pounds annually at the said terms in each year thereafter in all time coming, with a fifth part more of each of said termly payments of liquidate penalty in case of failure in the punctual payment and interest at five per cent. per annum on each termly payment from the date on which the same falls due till payment. The said second parties shall also, at their own expense after the execution of the said works, put on or restore a surface to the lands opened, (other than the said land agreed to be feued as aforesaid) in so far as the works are laid in cutting and restore as completely as possible all roads and fences used or injured by them in the execution of the said works. And the second parties and those acting in their employment shall have at all times full and free access to and from, and on and over, the said lands and property of the first party for the purpose of executing, laying down, enlarging, repairing, restoring, and otherwise maintaining their lines of pipes and works connected therewith. But declaring that the second parties shall be bound to settle all claims at the instance of the tenants in the said lands for surface damages, loss of crop, and exhausted manure or otherwise arising in consequence of the execution and maintenance of the said works, and wholly to relieve the said first party and his heirs and successors of all such claims.

Third. It is hereby specially provided and declared that the second parties shall be bound at all times to afford the tenant in the lands of Wormit an ample supply of water at the north boundary of the plot of ground feued by the second parties herein-before referred to, for all his domestic purposes or for watering cattle or stock of any kind whatsoever kept by him on the said lands of Wormit. The second parties shall also supply water to the house erected by Mr. Henderson in the neighbourhood of said cistern, and any other houses on the lands of Wormit which may hereafter be erected, and which can be supplied by gravitation from the second parties' said works, and that on the same terms and at the same rates as the inhabitants of Newport are supplied, for the time declaring that the feuars of the said lands of Wormit shall have a pari passu right of supply with the inhabitants of Newport and adjacent district, and on the same terms of payment therefor; said supply to the Wormit feuars shall, so far and so long as practicable, be by means of a pipe or pipes from the works erected or to be erected on the ground hereby agreed to be feued and otherwise in terms of the said first recited agreement.

Fourth. The said first party shall not, under any circumstances, be held to warrant the supply of water from the said stream or springs on the said lands of Wormit, and in the event of a failure in said supply at any time, it is hereby specially provided that the said second parties shall have no claim whatever against the first party in respect of any damage or loss which may be sustained by them, nor to any return or abatement of feu duty payable under these presents in consequence of said failure in the supply. It is, however, agreed that in the event of such a failure at any time the obligation on the second parties to afford supply to the tenant and feuars in the lands of Wormit shall

A.D. 1882. cease, and that neither tenant or feuars nor the first party shall have any claim whatever against the second parties in respect of such failure of supply.

Fifth. The first party shall instruct that sewers for drainage to be hereafter formed on the lands of Wormit shall be so constructed as not to intercept or pollute the water flowing into or rising in the said ground agreed to be feued. The first party shall also grant and convey to the second parties the use of the existing or an equally sufficient watercourse from their works to the river for passing the surface water.

Sixth. The obligation of the second parties to supply water as aforesaid shall, in addition to what is before expressed, be subject to the following conditions, namely,—said supply shall be obligatory only to the extent of the average daily inflow of the water at its point of interception, situate within the land hereby agreed to be feued, but declaring nevertheless that on the reconstruction of the Tay Bridge and the replacement of the second parties' pipe from the Dundee Works thereon, with relative connexions, and so long as said bridge, and pipe, and connexions continue thereafter a full supply to the Wormit feuars shall be furnished, which supply may in the option of the second parties either consist of Wormit water, if available, or of the Dundee water.

Seventh. It is also provided that it shall be in the power of the first party or his feuars to claim to be supplied under the permissive clause in any Act of Parliament, to be obtained by the second parties if the Newport district is therein included in the limits of compulsory supply, in which event, however, no higher rates than those paid by Newport shall be exacted.

Eighth. This agreement is made subject to the sanction of Parliament, and to such alterations as Parliament may think fit to make thereon.

Ninth. The expense of these presents, and of any feu charter following thereon shall, along with the fees to the first party's architect in the premises, be borne by the second parties.

Lastly. Both parties oblige themselves to implement and fulfil these presents to each other fully and in good faith. In witness whereof these presents written on this and the three preceding pages, by David James Wallace, apprentice to William Duncan, solicitor, Supreme Courts, No. 18, York Place, Edinburgh, are subscribed by the said Henry Scrymgeour Wedderburn, at Birkhill House, in the county of Fife, on the fifteenth day of December, in the year eighteen hundred and eighty-one, before these witnesses Dugald Cameron, butler, and Archibald Cameron, footman, both at Birkhill House aforesaid; and the same are subscribed by A H Moncur, provost of the burgh of Dundee, James Thomson, one of the bailies of the said burgh of Dundee, and Hugh Ballingall, one of the Common Councillors of the said burgh of Dundee, three of the said the Dundee Water Commissioners and a majority and quorum of a committee of the said the Dundee Water Commissioners, specially appointed by and with powers to execute this agreement for and on behalf of the said Commissioners, and by William Hay, town clerk of Dundee and clerk to the said Commissioners; and the common or corporate seal of the said Commissioners is at the same time hereto impressed, all at Dundee, as follows, videlicet, by the said James Thomson, on the sixteenth day of the month and year last mentioned, before these witnesses Alexander

Bricknal and James Ritchie, both clerks in the water engineer's office, Dundee; by the said A H Moncur and Hugh Ballingall, both on the twentieth day of the month and year last mentioned, before these witnesses, the said Alexander Bricknal and James Ritchie; and by the said William Hay, on the twenty-third day of the month and year last mentioned, before these witnesses, John Croll and George Sword, both clerks to the said William Hay: declaring that the plan herein-before stated to be annexed hereto is delineated on a separate sheet, and executed as relative hereto, of even dates herewith.

(Signed) Dugald Cameron, Witness.
Archd. Cameron, Witness.
Alexander Bricknal, Witness.
James Ritchie, Witness.
Alexander Bricknal, Witness.
James Ritchie, Witness.
Jno. Croll, Witness.
Geo. Sword, Witness.

(Signed) Henry S. Wedderburn.
A. H. Moncur, Provost.
James Thomson, Com.
Hugh Ballingall, Comr.
William Hay,
Clerk to Comrs.

Seal of the Dundee Water Commissioners.

Agreement between George David Clayhills Henderson, Esquire, of Hallyards, of the first part; and the Dundee Water Commissioners, of the second part.

Whereas a Bill promoted by the second parties, presently depends in the House of Lords, entituled "An Act for enabling the Dundee Water Com-" missioners to construct additional Works; and to create and issue Debenture " Stock; and for other purposes;" against which the first party has petitioned Parliament: And whereas, subject to the sanction of Parliament, both parties have settled their differences: therefore they agree as follows:—

First. The first party hereby withdraws and abandons his petition against the Bill, and agrees to convey to the second parties for the additional works to be authorised by the said Bill, an estate, easement, servitude, interest, right, and privilege in, over, and affecting his lands, the same as the second parties obtained and now enjoy applicable to their existing works under and by the disposition and conveyance by the first party to the second parties, dated eighth February, eighteen hundred and seventy-five, and other dates, and with the same declarations and provisions as therein mentioned.

Second. The second parties agree to pay for and as the consideration of said conveyance to be granted as aforesaid the sum of one hundred pounds, and that in manner similar to that in which the payment was made under the disposition and conveyance as aforesaid; as also to pay to the first party one

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hundred and fifty pounds in full of all expenses; and the first party also declares that he has no claims of damages against the second parties down to this date.

Third. The said one hundred pounds shall be paid if and so soon as the second parties break ground for their said additional works, and said one hundred and fifty pounds on the said Bill passing.

Fourth.—This agreement is made subject to the sanction of Parliament and to any alterations which Parliament may think fit to make thereon. In witness whereof these presents, written on this and the preceding page of stamped paper by William Malcolm, clerk to William Robertson, parliamentary agent, Westminster, are (along with a duplicate thereof) duly executed by the parties hereto as follows, viz., the same are sealed with the common seal of the said the Dundee Water Commissioners, and subscribed by Alexander Hay Moncur, provost of Dundee, and James Thomson, and Hugh Ballingall, common councillors of Dundee, three of the said Commissioners, and by William Hay, clerk to said Commissioners, all at Westminster, on the ninth day of May, eighteen hundred and eighty-two years, before these witnesses, the said William Malcolm, and Henry Arnaud Masey, also clerk to the said William Robertson; and by the said George David Clayhills Henderson, at Westminster, on the tenth day of said month of May, and year last mentioned, before these witnesses, William Adam Loch, parliamentary agent, Westminster, and William Park, his clerk.

Seal of the Dundee Water Commissioners.

(Signed) W. Malcolm, Witness.
H. A. Masey, Witness.

(Signed) A. H. Moncur, Provost and Commissioner.
James Thomson, Commissioner.
Hugh Ballingall, Commissioner.
William Hay, Clerk.
G. D. Clayhills Henderson.

W. A. Loch, Witness.
William Park, Witness.

SECOND SCHEDULE.

A.D 1882.

Form of Certificate of Debenture Stock.

Dundee Water Debenture Stock.

Certificate No.

Amount, £

Registered No.

This is to certify that of , is registered in the books of the Dundee Water Commissioners as the proprietor of £ Dundee Water Debenture Stock created by virtue of the Dundee Water Act, 1882, bearing interest at the rate of £ per centum per annum, payable half-yearly on the fifteenth day of May and the eleventh day of November in each year, the first payment to be made on the day of next.

Given under the hands of the Treasurer and two of the Commissioners on behalf of the Commissioners, and sealed with the common seal of the Commissioners, this day of

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Note.—This stock certificate must be deposited with the deed of transfer, whether for the whole or any portion thereof, before a new certificate can be issued in exchange.

A.D. 1882.

THIRD SCHEDULE.

FORM OF TRANSFER OF DUNDEE WATER DEBENTURE STOCK.

I, , of , in consideration of the sum of paid to me by of do hereby transfer to (herein-after called the transferee) the sum of £ Dundee Water Debenture Stock, with all interest due and to become due thereon, to hold unto the transferee, his executors, administrators, and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof, and I, the transferee, do hereby agree to take the said debenture stock subject to the same conditions.

As witness our hands this day of

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LONDON: Printed by GEORGE E. B. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1882.