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improved, and diverted, Provision being made for producing as little Inconvenience as may be to the Classes of People who may be displaced in consequence of these Operations, and that various other Powers should be conferred for the sanitary and other Improvement of the City: And whereas Plans and Sections of the said intended new Streets, and of the widening, Alteration, Improvement, and Diversion of existing Streets, Wynds, Closes, and Thoroughfares, showing the Lines and Levels thereof respectively, and the Lands, Houses, and Property to be taken for the Purposes thereof, and Plans of the Lands, Houses, and Property required to be taken for the other Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the said Lands, Houses, and Property, have been deposited with the Principal Sheriff Clerk of the County of *Edinburgh*, and with the Principal Sheriff Clerk of the County of the City of *Edinburgh*, and are herein-after referred to as the deposited Plans and Sections and Book of Reference: And whereas it is expedient that the Lord Provost, Magistrates, and Council of the City of *Edinburgh* should be appointed Trustees for the Purpose of carrying the said Works and Improvements into execution, and that they should be authorized to raise Money for the Purpose of carrying this Act into effect by means of Rates and of Money borrowed on the Credit of such Rates, and on the Credit of the Property for the Time being belonging to them acquired in virtue of this Act: And whereas the Objects aforesaid cannot be effected without the Aid and 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 or referred to for all Purposes as "The *Edinburgh* Improvement Act, 1867."

Interpretation of Terms.

2. The following Words and Expressions shall have the Meanings hereby assigned to them:

The Words "the Trustees" shall mean the Lord Provost, Magistrates, and Council of the City of *Edinburgh*, and their Successors in Office, constituted Trustees by this Act:

The Words "the Magistrates and Council" shall mean the Lord Provost, Magistrates, and Council of the City of *Edinburgh*:

The Words "the Undertaking" shall mean the Undertaking by this Act authorized:

The Words "the City" shall mean and include the City of *Edinburgh* within the Limits described and defined in an Act passed in the Second and Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to amend*

2 & 3 W. 4. c. 65.

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the Representation of the People in Scotland, which Limits are declared to be the Municipal Boundaries of the said City by "The *Edinburgh* Municipality Extension Act, 1856:"

The Words "Lands and Heritages" shall bear the Construction attached to them in the Act of the Seventeenth and Eighteenth Year of the Reign of Her present Majesty, intituled *An Act for the Valuation of Lands and Heritages in* Scotland; and the "Valuation Act" shall mean the Act last mentioned: 17 & 18 Vict. c. 91.

The Word "Owner" shall include Joint Owner, Fiar, Liferenter, Feuar, or other Person in the actual Possession or Receipt of the Rents of Tenements, Lands, and Heritages of every Tenure or Description, and the Factor, Agent, or Commissioner of such Persons, or any of them, or any other Person who shall intromit with or draw the Rents:

The Word "Occupier" shall include Tenant and Sub-tenant, and the actual Possessor of any Lands or Premises, but shall not include a Lodger or Person in the Occupation as Tenant of a furnished House let for a less Period than One Year, but shall include the Person by whom such furnished House is so let:

The Words "Clerk" and "Treasurer" shall mean the Clerk and Treasurer respectively appointed by the Trustees under the Provisions of this Act:

The Word "Sheriff" shall mean the Sheriff of the County of *Edinburgh*, or any of his Substitutes.

Time of Act coming into operation.

3. This Act shall come into operation on the Expiration of Twenty-four Days after the Date of its passing; but it is hereby provided that no Proceedings shall be taken under it with a view to the Acquisition of Lands or Houses, or the Construction of Works, or the Appointment of Officers other than the Collector and an Interim Clerk, till after the Eleventh Day of *November* One thousand eight hundred and sixty-seven, and the Appointment of the said Interim Clerk shall expire on the said Date.

8 & 9 Vict. c. 19., 10 & 11 Vict. c. 16., and 23 & 24 Vict. c. 106. incorporated.

4. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Commissioners Clauses Act, 1847," with the Exception of Clauses 6 to 9 inclusive, and of the Clauses with respect to the Election and Rotation of Commissioners, when the Commissioners are to be elected by the Ratepayers or other like Class of Electors, with respect to the Meetings and other Proceedings of the Commissioners, and their Liabilities, but not including in such Exception Clauses 51, 52, 53, and 55, and with the Exception of Clauses 56, 57, 59, 61, 89 to 99 inclusive, and 104 to 109 inclusive, shall be and the same are (except when expressly varied by this Act) incorporated with this Act.

5. With

Certain Provisions of 25 & 26 Vict. c. 101. (*Public.*) incorporated.

5. With regard to Contracts to be entered into by the Trustees, and Actions, Suits, and Proceedings by or against them, the Provisions contained in Clauses 65 and 74 of "The General Police and Improvement (*Scotland*) Act, 1862," are hereby incorporated with this Act; and the Commissioners and Clerk referred to in the said Clauses shall mean the Trustees and Clerk respectively under this Act, and the Reference to Exceptions in the Clause last mentioned shall be held to apply only to Exceptions under this Act.

Trustees constituted.

6. The Lord Provost, Magistrates, and Council of the City of *Edinburgh*, and their Successors in Office, shall be and they are hereby appointed Trustees for executing and carrying into effect the Provisions and Purposes of this Act.

Books and Accounts to be kept and to be open to Inspection.

7. The Trustees shall cause Books to be kept by the Treasurer in which shall be entered true and regular Accounts of all Sums of Money received and expended for the Purposes of this Act, and of the several Matters for which such Sums of Money shall have been received or expended; and such Books and Accounts shall be kept, laid open to Inspection by Trustees and Mortgagees, and published by the Trustees, and the Officers acting under them in the Execution of this Act, in the same Manner, at the same Time, and under the same Penalties as the Accounts of the Municipal Revenues of the City are from Time and Time required to be kept, laid open to Inspection, and published.

Meetings of Trustees.

8. The Trustees shall meet for carrying into execution the Purposes of this Act at such Times and in such Places as they may appoint, and such Meetings shall be called, and the Business conducted, in the Way and Manner in which the Meetings of the Town Council of the City are convened, and according to the Rules by which the Conduct of its Business is regulated.

Power to appoint Committees.

9. The Trustees may from Time to Time appoint Committees of their Number for carrying the various Purposes of this Act into execution, except the Imposition of Assessments, and may delegate to such Committees the Powers competent to the Trustees in whole or in part, and may name the Convener of such Committees and the Quorum thereof: Provided always, that in nominating the several Committees Care shall be taken that in one or other of such Committees each Ward shall be represented; provided also, that the Business of such Committees shall be conducted in the same Way and Manner as the Business of the Committees of the Town Council of the City is conducted from Time to Time.

10. It

Trustees not to execute Works, &c.

10. It shall not be lawful to employ any Trustee, or the Partner in Business of any Trustee, to execute any of the Works by this Act authorized; and it shall not be lawful to appoint any Person who shall have been a Trustee to any Office of Emolument in the Gift of the Trustees until the Expiration of Twelve Months after he shall have ceased to be a Trustee.

Power to take Lands.

11. Subject to the Provisions of this Act, the Trustees may enter upon, take, and use all or such of the Lands, Houses, and Property shown on the deposited Plans, and specified in the deposited Book of Reference, as may be required for the Purposes of this Act, and may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the new Streets, and may widen, alter, improve, and divert the existing Streets, Wynds, Closes, and Thoroughfares herein-after described, or such only of the said new Streets or existing Streets, Wynds, Closes, and Thoroughfares as the Trustees may think fit, with all proper Works and Conveniences connected therewith.

Power to make new Streets, and to alter, widen, and divert existing Streets.

12. The new Streets herein-before referred to and authorized by this Act, and the existing Streets, Wynds, Closes, and Thoroughfares authorized by this Act to be altered, widened, improved, and diverted, are the several Streets, Wynds, Closes, and Thoroughfares shown on the deposited Plans, and distinguished thereon by the Numbers herein-after mentioned, and comprise the following; namely,

(1.) A new Street, marked "1" on the Plans deposited as before mentioned, commencing from and out of the North Side of the *Canongate* at the Point where *Leith Wynd* joins the *Canongate* in the *Canongate* Parish, and terminating in *Market Street* at a Point One hundred and thirty-one Yards or thereby West of the Centre of the *North Bridge* in the *High Church* Parish, said Street being in the Parishes of *Canongate*, *Trinity College*, and *High Church*, in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(2.) A new Street, marked "2" on the said Plans, commencing from and out of the North Side of the *Canongate* at the Junction of *Big Jack's Close* with the *Canongate* in the *Canongate* Parish, and terminating at the Junction of *Physic Gardens* with *Leith Wynd*, partly in the *Canongate* Parish and partly in *Trinity College* Parish, said new Street being in the Parishes of *Canongate* and *Trinity College*, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(3.) A new Street, marked "3" on the said Plans, commencing from and out of the North Side of the *Canongate* at the Junction of *Coull's Close* with the *Canongate*, and terminating at a Point in the new Street immediately before described Twenty-four Yards or thereby West of a Point in *Coull's Close*, Eighty-three Yards or thereby North from the *Canongate*, all in the Parish of *Canongate*, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(4.) The widening, Alteration, and Improvement marked "5" on the said Plans of the Street called *St. Mary's Wynd*, commencing from and out of the *High Street* and *Canongate* at the Point where *St. Mary's Wynd* joins those Streets, and terminating at the Junction of the said Wynd with the *Cowgate*, all in the *Old Church* Parish, in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(5.) A new Street, marked "6" on the said Plans, commencing from and out of *St. Mary's Wynd* immediately before described at a Point opposite the Western End of *Boyd's Entry* in the *Old Church* Parish, and terminating in the Street immediately after described Seventy Yards or thereby South of the South Side of the *High Street*, measured from a Point Thirteen Yards or thereby East of the East Side of *Blackfriars Wynd* in the *Tron Church* Parish, all in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(6.) The widening, Alteration, and Improvement marked "7" on the said Plans of *Blackfriars Wynd* and *High School Wynd*, the said *Blackfriars Wynd* commencing from and out of the South Side of the *High Street* in the *Tron Church* Parish, and terminating in the *Cowgate* in the said Parish, and the said *High School Wynd* commencing in the *Cowgate* opposite the End of the said *Blackfriars Wynd* in *Lady Yester's* Parish, and terminating at the *High School* Yards in said last-mentioned Parish, all in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(7.) A new Street, marked "8" on the said Plans, commencing from and out of the North Side of the *Canongate* at the Point where it is joined by *Malloch's Close*, and terminating at a Point in the North Back of *Canongate* Eighteen Yards or thereby East of the East Side of the Junction of *Campbell's Close* with the North Back of *Canongate*, all in the Parish of *Canongate*, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(8.) A new

(8.) A new Street, marked "9" on the said Plans, commencing from and out of the West Side of *Blair Street* at a Point Sixty-six Yards or thereby South of the South Side of the *High Street*, and terminating at a Point in *Old Fish Market Close* Twenty-nine Yards or thereby North of the North Side of the *Cowgate*, all in the *New North* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(9.) A new Street, marked "10" on the said Plans, commencing Twenty-three Yards or thereby North from the North Wall of the *University Buildings* and Fifty-nine Yards or thereby West of the East Front of the said Buildings in *Lady Yester's* Parish, and terminating at the North End of the *Horse Wynd* in the *Cowgate* in *Old Greyfriars* Parish, comprehending therein the widening of the said *Horse Wynd* from the Point where the said new Street joins the same to the *Cowgate*, all in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(10.) The widening, Alteration, and Improvement, marked "11" on the said Plans, of *North College Street*, the Street on the North Side of *Argyle Square*, and the Street on the South Side of *Brown Square*, the said widening, Alteration, and Improvement commencing at the Junction of *North College Street* with *South Bridge Street* in *Lady Yester's* Parish, and terminating at the Southern Extremity of *George IV. Bridge* where it is joined by the said South Side of *Brown Square* in *Old Greyfriars* Parish, and in connexion with the same an Alteration of the Levels of the Street forming the West and North Sides of *Brown Square* in the said *Old Greyfriars* Parish so as to adjust them to the Level of the said widened Street, all in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(11.) A new Street, marked "12" on the said Plans, commencing from and out of the Western Side of *Nicolson Square*, and terminating in *Bristo Street*, opposite the Junction of *Charles Street* with *Bristo Street*, all in the *West Kirk* Parish, and *quoad sacra* Parish of *Buccleuch*, City and County of *Edinburgh*, and in connexion therewith the widening of *Nicolson Square* at the West End thereof by converting the enclosed Ground to an Extent not exceeding Twenty-two Yards into a Street, all in the said Parishes, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(12.) A new

(12.) A new Street, marked "13" on the said Plans, commencing from and out of the East Side of *Nicolson Street* at the Point where it is joined by *Gibb's Entry*, and terminating immediately to the South of the Junction of *Gilmour Street* with the *Pleasance*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(13.) A new Street, marked "14" on the said Plans, commencing from and out of the South Termination of *Davie Street*, and terminating in *East Crosscauseway* at a Point Seventy-nine Yards or thereby East of the East Side of *Nicolson Street*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(14.) The widening, Alteration, and Improvement, marked "15" on the said Plans, of *Lady Lawson's Wynd*, commencing from and out of the North Side of *Lauriston* at the Junction of said Wynd with *Lauriston*, and terminating in the *West Port* at the Junction of the said Wynd with the said *West Port*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(15.) A new Street, marked "16" on the said Plans, commencing from and out of the North Side of the *West Port* at a Point opposite the North-west End of *Lady Lawson's Wynd*, and terminating in *Spittal Street* at a Point Two Yards or thereby North-east of the North Corner of *St. Cuthbert's* Free Church, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(16.) An Alteration and Improvement, marked "17" on the said Plans, of an existing Street or Road called *Market Street*, and a Street or Road leading from *Market Street* to *Low Market Street* in the *High Church* Parish, from a Point in *Market Street* One hundred and seventy-six Yards or thereby West of the Centre of the *North Bridge*, Eastward to the Western Termination of *Low Market Street* in the said Parish, all in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(17.) The widening and Improvement, marked "18" on the said Plans, of the Street called the *Cowgate*, on the South Side thereof, from a Point at the East Side of the *Horse Wynd* where it joins the said *Cowgate* in an Easterly Direction for Sixty-seven Yards or thereby, all in the *Old Greyfriars* and *Lady Yester's* Parishes, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(18.) The

(18.) The widening and Improvement, marked "19" on the said Plans, of the Street at *Cowgatehead*, extending from a Point in the *Grassmarket* where *Warden's Close* joins the same to a Point in the *Cowgatehead* Twenty-seven Yards or thereby North-west from the North Gateway of *Greyfriars* Churchyard, all in the Parish of *New Greyfriars*, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(19.) The widening and Improvement, marked "20" on the said Plans, of the Street called *King's Stables* on the South Side of that Part thereof which runs from East to West at its Junction with the *Grassmarket*, commencing at a Point Twenty-one Yards or thereby West from the Point where the old Town Wall meets the North Building Line of the *Grassmarket*, and extending Westward along the said Street on the South Side thereof for Forty-three Yards or thereby; and in connexion therewith the widening and Improvement of a Part of the *Grassmarket*, on the North Side thereof, for a Distance of Thirty-nine Yards or thereby East from the before-mentioned Point where the old Town Wall meets the North Building Line of the *Grassmarket*, all in the *West Kirk* and *New Greyfriars* Parishes, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(20.) The widening and Improvement, marked "21" on the said Plans, of the Street called the *West Port* from the Point where *Lady Lawson's Wynd* joins the *West Port* Eastward to the East End of the *West Port*, and Northwards in the Street of *King's Stables* to a Point on a Line with the North Gable of the House No. 3, *King's Stables*, or some Portions of the said Streets within the said Points, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(21.) The widening and Improvement, marked "22" on the said Plans, of the Street called the *Canongate*, on the North Side thereof, from its Junction with *Duncan's Close* to the Extent of Eighteen Yards or thereby East of the said Junction in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh:*

Provided always, that nothing herein contained shall authorize the Trustees to construct the new Street marked "4" on the said deposited Plans.

Lands and Property to be taken.

13. The Lands, Houses, and Property before referred to to be taken for the Construction and for the Alteration, widening, Improvement, and Diversion of Streets, Wynds, Closes, and Thoroughfares,

and for the other Improvements and Purposes of this Act, are the following, as shown on the deposited Plans, and distinguished as after mentioned:

(A.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked A on the Plans before mentioned, bounded by a Line commencing in the Centre of the North Side of the Pier on the South Side of the Archway of the *North Bridge* leading from *Low Market Street* to the *Physic Gardens*, and running Westward along the said Side of the Pier; thence Westward along the South Building Line of *Low Market Street* to the Western Termination of the same; thence Westward, crossing said Street to a Point at the West Side of the Gateway of the Southern Entrance to the *North British* Railway Station where the Pier of said Gateway joins the Wall on the West Side of said Entrance; thence Southward to a Point Fifteen Feet or thereby along the Prolongation of said Wall; thence Westward to a Point in the North Building Line of *Market Street*, Five hundred and twenty-eight Feet or thereby West of the Parish Boundary in the Centre of the *North Bridge*; thence Eastward along the said North Building Line of *Market Street* to a Point Three hundred and ninety-three Feet or thereby West of the before-mentioned Parish Boundary; thence Southward across *Market Street* to a Point in the South Building Line of said Street at or near the North End of the East Gable of the Tenement No. 7, *Market Street*; thence Eastward along said South Building Line of *Market Street*, and in continuation of the same till it meets the North-west Corner of the Piece of Land known as the *Live Poultry Market*; thence along the Western, Southern, and Eastern Boundaries of said Piece of Land, and Northward along the Prolongation of the said Eastern Boundary, a Distance of Eighteen Feet or thereby; thence Eastward to the East Side of the *Flesh Market Close*; thence Northward to the South-west Corner of the *Fish Market*; thence Eastward along the South Side of said Market; thence along the West and South Boundaries of the open Area immediately to the North of the Stair leading from the said *Fish Market* to *North Bridge Street*; thence Eastward along the North Side of the Pier on the South Side of the Southmost open Archway of the *North Bridge* till it meets a Line running longitudinally in the Centre of said Bridge; thence Northward along said Line to the Point from which it started; all in the *High Church* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*.

(B.) Certain

(B.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked B on the said Plans, bounded by a Line commencing at the North-east Corner of the *Ashley Buildings*, and running Westward along the North Boundary of the said Buildings; thence Southward along the East Side of *Trunk's Close* to the Back of the Tenement No. 51, *High Street;* thence Westward across *Trunk's Close;* thence Northward along the West Building Line of said Close to the North Gable of the Tenement No. 1 *Trunk's Close;* thence Westward along said Gable; thence Southward along the West Wall of said Tenement to a Point in a Line with the South Gable of the Tenement No. 1, *Monteith's Close;* thence Westward across *Monteith's Close*, and along the South Gable of the Tenement No. 1 *Monteith's Close* aforesaid, across *Sandiland's Close*, and along the North Gable of the Tenement immediately to the North of the Tenement No. 75, *High Street*, across *Chalmers Close*, along the North Gable of the Tenement No. 3 in that Close, and along that of the Tenement immediately to the North of the Tenement No. 89, *High Street;* thence Southward along the East Building Line of *Barringer's Close* to a Point in a Line with the North Boundary of the Tenement immediately to the North of the Tenement No. 93, *High Street;* thence Westward along said North Boundary; thence Northward along the East Boundary of the Tenement No. 4, *Paisley Close;* thence Westward along the North Gable of said Tenement, across the said Close, across the open Court between the last-named Close and *Bailie Fyfe's Close*, and across that Close; thence Northward along the West Side of *Bailie Fyfe's Close* to the North Gable of the Tenement No. 11 there; thence Westward along that North Gable; thence Southward along the West Wall of the Tenement last mentioned to the North Boundary of the Tenement immediately to the North of the Tenement No. 113, *High Street;* thence Westward along that North Boundary; thence Southward along the East Side of *Morrison's Close* to the Back of the foresaid Tenement No. 113, *High Street;* thence across the last-mentioned Close and along the North Wall of the Tenement No. 123, *High Street;* thence Northwards along the East Boundary Line of *Girle*'s Tannery to the North Gable of the Currying Shop thereof; thence Westward along the said North Gable and in a Line in continuation of the same, across the Court of said Tannery to *North Gray's Close*, and thence Southward along the West Boundary of said Tannery to a Point in a Line with the South Boundary of the Tenement No. 13, *North Gray's Close;*

Close; thence Westward across said Close, and along said South Boundary; thence Northward along the West Boundary of Tenements in *North Gray's Close* to the North Boundary of *St. Paul's* Episcopal Chapel, *Carrubber's Close*; thence Westward along said North Boundary across *Carrubber's Close* and along the North Boundary of the Tenement No. 29 in that Close; thence Southwards along the East Side of *Kinloch's Close* to a Point in a Line with the North Boundary of Messrs. *A.* and *C. Black*'s Premises between that Close and *Halkerston's Wynd*; thence Westward along the said North Boundary, and across *Halkerston's Wynd*; thence Northwards along the West Side of said Wynd to the North-east Corner of the Tenement No. 26, *North Bridge Street*; thence Westward along the North Gable of that Tenement; thence Northwards to the North Side of the Pier on the South Side of the Southmost open Arch of the *North Bridge*; thence Westwards along the North Side of said Pier to a Line running longitudinally in the Centre of the said Bridge; thence Northwards along said Line to the Centre of the North Side of the Pier on the South Side of the Archway leading from *Low Market Street* to *Physic Gardens*; thence Eastwards along said North Side of said Pier, across the North End of *Halkerston's Wynd*, and along the South Building Line of *Physic Gardens* to the East Gable of the Tenement No. 8, *Physic Gardens*; thence Southward along the East Wall of said Tenement and across the open Area immediately to the South of the same; thence Eastward along the South Side of the open Areas behind the Houses in *Physic Gardens* and across *North Gray's Close*; thence Southward along the East Side of said Close to the South Boundary of Messrs. *Greig & Son*'s Printing Office in that Close; thence Eastward along the South Wall of said Printing Office; thence Southwards along the West Boundary of the Lacquering Room of Messrs. *M'Vey & Watson*'s Brass Foundry; thence Eastward along the South Boundary of said Lacquering Room and in a Line with the same to a Point in the West Boundary of the Casting Shop of said Foundry; thence Southward along said West Boundary of said Casting Shop; thence Eastward along the South Boundary thereof; thence Northward along the East Boundary of the same; thence along the North Boundary of the Tenement immediately to the West of the Tenement No. 29, *Chalmers Close*, and along that of the said Tenement No. 29, *Chalmers Close*; thence Northwards along the West Side of *Chalmers Close* to the South Building Line of the *Physic Gardens*; thence Eastward along said South

South Building Line and across the North End of *Leith Wynd* to a Point in a Line running longitudinally in the Centre of said Wynd; thence Southward along said Line to the North Building Line of the *High Street*; thence Westward along said North Building Line to the East Side of *Society Close*; thence Northward along the East Side of that Close and along the East Boundary of the open Court of the *Ashley Buildings* to a Point in a Line with the North Boundary of Tenement No. 12, *Leith Wynd*; thence Eastward along the said North Boundary to the West Side of *Leith Wynd*; thence Northward along the same to the Point from which it started; all in the *Trinity College* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(C.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked C on the said Plans, bounded by a Line commencing at a Point in a Line running longitudinally through the Centre of *Leith Wynd* at the South End of said Wynd, and running Eastward along the North Building Line of the *Canongate* to the South End of the East Side of *Mid-Common Close*; thence along the East Side of said Close to the North Boundary of the Tenement No. 1, *Logan's Close*; thence Eastward along the said North Boundary and across *Logan's Close*; thence Northward along the East Side of *Logan's Close* to the North Boundary of the Tenement No. 4 in that Close; thence Eastward along the said North Boundary and across *Rae's Close*; thence Southward along the East Side of *Rae's Close* to the Back of the Tenement No. 277, *Canongate*; thence Eastward along the North Boundary of the Tenement No. 269, *Canongate*; thence Southward along the East Boundary of said Tenement; thence Eastward along the North Building Line of the *Canongate* to the South End of the East Side of *Kinloch's Close*; thence Northward along the East Side of that Close to the North-west Corner of *New Street* Church; thence Eastward along the North Side of said Church to the West Building Line of *New Street*; thence Northward along said West Building Line to the South-east Corner of Tenement No. 29, *New Street*, which, together with Workshops, &c. lying to the West thereof, is occupied as a Type Foundry; thence along the South and West Boundaries of said Type Foundry; and thence Northward in a Line with the East Side of the Northmost Part of *Logan's Close*, and along said East Side of *Logan's Close* to a Point in the same in a Line with the North Boundary of *Paul's Work*; thence Westward across

said Close and along said North Boundary; thence Southward along the East Boundary of Messrs. *Mutter, Howie,* and Company's Stables; thence along the South Boundary of the same and along the West Boundary of the same, a Distance of Sixty-six Feet or thereby; thence Westward across *Gilmore Street* and along the South Boundary of the Tenement No. 1 *Gilmore Street*, and of the Buildings to the South of the Court immediately behind the Tenement No. 19, *Macdowall Street*; thence Northward along the West Boundary of the Buildings immediately to the West of said Court to a Point in a Line with the South Boundary of the Tenement No. 9, *Macdowall Street*; thence Westward along the said South Boundary, and along that of the Tenements on the South Side of *Macdowall Street*, as far as the East Boundary of the Tenements on the East Side of *Leith Wynd*; thence Southward along the said East Boundary to the South Boundary of the Tenement No. 62, *Leith Wynd*; thence Westward along the said South Boundary; thence Northward along the East Side of *Leith Wynd*, crossing the West End of *Macdowall Street*, and on to a Point in a Line with the South Building Line of the *Physic Gardens*; thence Westward to the Line running longitudinally through the Centre of *Leith Wynd*, referred to in Area B as Part of the Boundary thereof; thence Southward along said Centre Line to the Point at the South End of said Wynd from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(D.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked D on the said Plans, bounded by a Line commencing at the South End of the East Side of *Big Jack's Close*, and running Northward along the East Side of said Close to the North-east Corner of that Part of the Tobacco Pipe Factory there lying on the West Side of said Close; thence Westward along the North Wall of the said Factory; thence Southward along the East Side of *Little Jack's Close* to a Point in a Line with the South Side of that Part of the same running from East to West; thence Westward along the South Side of said Part of *Little Jack's Close*, a Distance of Thirty-three Feet or thereby; thence Northwards to the North Side of said Close; thence Westwards along the North Side of the same to the East Building Line of *New Street*; thence Southward along said Building Line to the North-west Corner of the Tenement called *Lord Kaimes House*; thence along the North and East Boundaries of said House to the North-west

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to Corner of the Tenement Nos. 235 and 237, *Canongate*; thence along the North and East Boundaries of that Tenement to the North Building Line of the *Canongate*; and thence Eastward along said Line to the Point from which it started at the South End of *Big Jack's Close*; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(E.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked E. on the said Plans, bounded by a Line commencing in a Line running longitudinally through the Centre of *South Gray's Close* at a Point in a Line with the South Boundary of the Tenement No. 3, in said Close, and running Eastward along the said South Boundary; thence Northward along the East Wall of said Tenement to the Back of the Tenement No. 54, *High Street*; thence Eastward along the Back of that Tenement and across *Hyndford's Close*; thence along the West and South Sides of the Tenement No. 3, *Hyndford's Close*, and across *South Foulis Close*; thence Southward along the East Side of that Close to the South-west Corner of Tenement No. 1 in said Close; thence Eastward along the South Wall of that Tenement; thence Northward along the East Wall of the same to the South-west Corner of the Tenement No. 4, *Fountain Close*; thence Eastward along the South Wall of that Tenement, across *Fountain Close* and along the South Boundary of the Tenement No. 28 there; thence Southward along the West Boundary of *Tweeddale Court* to the North Boundary of the Tenement No. 9, *Fountain Close*; thence Westward along the said North Boundary; thence Southward along the East Side of *Fountain Close* to a Point in a Line with the North Boundary of the Tenement No. 15 there; thence Westward across the said Close and along the last-named North Boundary, and along that of the Tenement No. 7, *South Foulis Close*; thence Southward along the East Side of said Close; thence Westward along the South End thereof; thence along the East, North, and West Boundaries of the Tenement No. 10, *Hyndford's Close*; thence along the West and South Boundaries of the Tenement No. 7 in the same Close; thence Eastward along the South Boundaries of the Tenements No. 7, *South Foulis Close*, and No. 15, *Fountain Close*, before mentioned; thence to the West Boundary of Messrs. *Oliver* and *Boyd's* Premises at a Point Forty-four Feet or thereby North from the South-west Corner of the Counting-house of the same; thence Southward to the said South-west Corner; thence Eastward

ward along the South Side of the main Building of the said Premises to the West Boundary of the Tenement No. 33, *St. Mary's Wynd*; thence Northward along the said West Boundary; thence along the North Boundary of the said Tenement to the West Building Line of the said Wynd; thence Northward along the said West Building Line to the Junction of *St. Mary's Wynd* with the *High Street*; thence Eastward across the North End of *Saint Mary's Wynd* and along the South Building Line of the *Canongate* to the East Side of *Boyd's Close*; thence Southward along the East Side of that Close to the South-west Corner of the Tenement immediately to the South of the Tenement No. 274, *Canongate*; thence Eastward along the South Wall of said Tenement; thence Northward, along the East Wall of the same, a Distance of Ten Feet or thereby; thence Eastward across *Bell's Close*; thence Southward along the East Side of the same to the South-west Corner of the Tenement immediately to the South of the Tenement No. 266, *Canongate*; thence along the South and East Sides of said Tenement to a Point in the West Side of *Gillon's Close* in a Line with the South Boundary of the Tenement No. 260, *Canongate*; thence Eastward across *Gillon's Close* and along the last-mentioned South Boundary, and across *Gibb's Close*; thence Southward along the East Side of *Gibb's Close* to the South-west Corner of the Tenement No. 6, *Pirrie's Close*; thence along the South Side of said Tenement to *Pirrie's Close*; thence Northward along the West Side of *Pirrie's Close* to a Point in a Line with the North Boundary of *Chessels Court*; thence Eastward along the South Boundary of the Houses on the North Side of *Chessels Court*, along that of the Tenement No. 234, *Canongate*, and across *Plainstane Close*; thence Northward along the East Side of that Close to the South Building Line of the *Canongate*; thence Eastward along said Building Line to the East Side of *Watson's Close*; thence along the West and South Boundaries of the Tenement Nos. 214 and 216, *Canongate*, and along the South Boundary of the Tenements Nos. 208 and 210, *Canongate* to the West Side of *Weir's Close*; thence Southward along the same to the Northmost Gable of the *Edinburgh and Leith* Brewery; thence Westward along that Gable and along the North Boundary of the Courtyard of said Brewery; thence Southward along the West Side of the said Courtyard to a Point in the same in a Line with the South Boundary of *Chessels Court*; thence Westward to and along the said Boundary of

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Chessels Court to the North-west Corner of the Tenement No. 8 in said Court; thence Southward along the West Side of that Tenement; thence Westward along the South Side of Tenement No. 6, *Chessels Court*, and along the South Boundary of the open Court at the North End of Mr. *Brown*'s Tannery, and in continuation of the same across *Gillon's Close*; thence Southward along the West Side of said Close to a Point in the North Boundary of that Part of the said Tannery to the West of *Gillon's Close*; thence Westward along the said North Boundary; thence along the West Boundary of said Tannery and in continuation thereof to the South Boundary of the Tenement No. 28, *Gillon's Close*; thence along the South and East Boundaries of that Tenement; thence along the South Boundary of the Tenement Nos. 26 and 24, *Gillon's Close*; thence Northward along the West Side of said Close to a Point in a Line with the South Boundary of the Eastmost Part of Mr. *Brown*'s Tannery; thence Eastward along the said South Boundary; thence Southward along the West Boundary of *St. Mary's* Brewery to the North Boundary of the House No. 93, *South Back of Canongate*; thence along the North, West, and South Boundaries of said House; thence Southward along the West Boundary of *Saint Mary's* Brewery before mentioned to the North Building Line of the *South Back of Canongate*; thence Westward along the said North Building Line, across the South End of *Saint Mary's Wynd*, and along the *Cowgate* to South-west Corner of the Shop No. 272, *Cowgate*; thence along the West and North Boundaries of said Shop, and along the North Boundary of the Tenement No. 87, *Saint Mary's Wynd* to the West Building Line of *Saint Mary's Wynd*; thence Northward along the said Building Line to the North-east Corner of the Tenement No. 39 in said Wynd; thence Westward along the North Wall of said Tenement, and along the South Wall of that Part of Messrs. *Oliver* and *Boyd*'s Premises called the *Sheet Warehouse*, and along the North Side of *Saint Patrick's* Roman Catholic Chapel to the West Boundary of the Ground in connexion with the same; thence Southward along said West Boundary to the South Side of the Passage leading from *South Gray's Close* to the said Chapel; thence Westward along the South Side of said Passage to the Centre Line of *South Gray's Close*; thence Northward along the said Centre Line to the Point from which it started; all in the *Old Church* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*;

(E¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked E¹ on the said Plans, bounded by a Line commencing at a Point in the West Side of *World's End Close* in a Line with the South Boundary of the Tenement No. 6, *High Street*, and running Eastward along the said South Boundary to the West Boundary of the Houses on the West Side of *Saint Mary's Wynd*; thence Southward along the said West Boundary to the North Boundary of the main Building of Messrs. *Oliver* and *Boyd*'s Premises; thence along the last-named North Boundary till it meets the East Boundary of said Premises; thence Northward along said East Boundary, and along the West Side of *World's End Close* to the Point from which it started; all in the *Old Church* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(F.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked F on the said Plans, bounded by a Line commencing at the North-west Corner of the Tenement No. 84, *High Street*, and running Southward along the West Boundary of said Tenement; thence Eastward along the South Wall of the same, and across *Toddrick's Wynd*; thence Southward along the West Side of the Tenement No. 5, *Toddrick's Wynd*; thence Eastward along the South Sides of the said Tenement and of those immediately to the South of the Tenements Nos. 72, 66, 62, and 60, *High Street*; thence Southward along the West Boundary of the Tenement in *South Gray's Close* to the North of the United Presbyterian Schools there; thence Westward along the North Wall of said Schools to the North-west Corner of the same; thence along the West, South, and East Sides of said Schools, and thence Northward along the West Side of *South Gray's Close* to a Point in the same in a Line with the North Boundary of the Tenement No. 3 there; thence Eastward to the Centre Line of said Close; thence Southward along said Centre Line to a Point in the same in a Line with the South Side of the Passage leading from said Close to *Saint Patrick's* Chapel; thence Westward to the West Side of said Close; thence Northward along said West Side of that Close to the North-east Corner of the *Mint Buildings*; thence along the North and West Boundaries of the said Buildings to the South Side of the main South Wall of the Tenement forming the South-west Corner of the said Buildings; thence Eastward along said main South Wall; thence Southward to a Line running from East to West in

the Centre of the *Cowgate*, and Westward along said Line to a Point in the same Fifty-eight Feet or thereby West from the South End of the West Side of *Blackfriars Wynd*; thence Northward to the North Building Line of the *Cowgate*; thence Eastward along the said North Building Line to the West Side of *Blackfriars Wynd*; thence Northwards along the said Side of that Wynd to the North-east Corner of the Tenement No. 26 in said Wynd; thence along the North and West Boundaries of said Tenement; thence along the North Boundary of *Fraser's Land*, *Cant's Close*, across *Cant's Close*, and along the North Boundary of the Tenement No. 23, *Dickson's Close*, and along the South Sides of Tenements No. 13, *Dickson's Close*, and No. 34, *Niddry Street*; thence along the West and North Boundaries of the last-mentioned Tenement, and along the North Boundary of the Tenement No. 10, *Dickson's Close*; thence Northward along the West Side of *Dickson's Close* to the Back Wall of Tenement No. 114, *High Street*; thence Eastward across said Close; thence Southward along the East Side of said Close to the South-west Corner of *Buchanan*'s Dining Rooms; thence Eastward along the South Boundary of said Dining Rooms; thence Northward along the East Boundary of the same to a Point Forty-seven Feet or thereby South of the South Building Line of the *High Street* at *Dickson's Close*; thence Eastward to the East Side of *Cant's Close*; thence Southward along the East Side of that Close to the North-west Corner of the open Area immediately to the West of the Tenement No. 26, *Blackfriars Wynd*; thence Eastward along the North Boundary of the said open Area, and along the South Boundary of the Tenement No. 14, *Blackfriars Wynd*; thence Northward along the West Side of *Blackfriars Wynd* to the North-east Corner of Tenement No. 2 in the said Wynd; thence Westward along the South Boundary of the Tenement Nos. 100 and 98, *High Street*; thence Northward along the West Wall of the Tenement last mentioned to the South Building Line of the *High Street*; thence Eastward along said South Building Line to the Point from which it started; all in the *Tron Church* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(F¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked F¹ on the said Plans, consisting of the Spaces of Ground occupied by the Tenement No. 222, *Cowgate*, that Part of *Cant's Close* lying

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to the East of said Tenement, the Tenements Nos. 9 and 11, *Cant's Close*, and that Part of *Cant's Close* to the West of said Tenements, and the open Court immediately to the South of the same; and the open Space called *Hall's Court*, all in the *Tron Church* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(G.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked G on the said Plans, consisting of the Spaces of Ground occupied by the Tenements Nos. 309 and 313, *Cowgate*, and that Part of *Bull's Close* immediately to the South of the same; the Tenement No. 5, *High School Yards*, and the Tenement and Court immediately to the North of the same; the open Space between Tenement No. 4, *High School Yards* and the Tenements Nos. 301, 303, and 305, *Cowgate*; the small Block of Building between the Tenement No. 2 *High School Yards* and the Tenement No. 297, *Cowgate*; the Tenement No. 287, *Cowgate*, and the Tenements in *High School Wynd* Nos. 1, 3, 5, 7, 9, 15, and 17, and open Space immediately to the East of the said Tenements; the *High School Wynd* from its Junction with the *Cowgate* for a Distance of One hundred and fifty Feet or thereby Southwards therefrom; the Tenements Nos. 273, 279, and 281, *Cowgate*, and the Courts situated to the South of the same, and that Part of the *Cowgate* between a Line running from East to West along the Centre thereof, and the Building Line on South Side thereof, and extending from a Point Sixty-seven Feet or thereby West from the North End of the West Side of the *High School Wynd*, Eastwards to the Extent of One hundred and seventy Feet or thereby; all in *Lady Yester's* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(H.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked H on the said Plans, bounded by a Line commencing at a Point in the East Side of the *Old Fishmarket Close* at the West End of the North Boundary of the Tenement No. 27 in said Close, and running Eastward along said Boundary; thence Southward a Distance of Thirty-five Feet or thereby; thence Eastward across *Humph's Close* and along the North Boundary of the Houses on the North Side of the *Cowgate* (crossing in its Course *Borthwick's*, *Old Assembly*, and *Conn's* Closes) to a Point in the East Boundary of *Conn's Close* in a Line with the North Boundary of the Tenement No. 160, *Cowgate*; thence Northwards along the East Side of said Close to the North Boundary of the Tene-

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ment immediately to the North of the Tenements Nos. 164 and 168, *Cowgate*; thence along the North and East Boundaries of said Tenement; thence Eastward across *Burnet's Close*; thence Northward along the West Boundary of the Tenement Nos. 172 and 174, *Cowgate*; thence along the North Boundary of said Tenements and along the East Boundary of the same to the North Boundary of the Tenements Nos. 184 and 186, *Cowgate*; thence Eastward along the said North Boundary; thence along the West and North Boundaries of the Tenement No. 29, *Stevenlaw's Close* and across that Close; thence Northward along the East Side of *Stevenlaw's Close* to a Point in a Line with the North Boundary of the Tenement No. 19, *Blair Street*; thence Eastward along said Boundary to the West Building Line of *Blair Street*; thence Northwards along said Building Line to the South Boundary of the Tenement No. 3, *Blair Street*; thence Westward along said Boundary; thence Northward along the West Boundary of the last-mentioned Tenement to the South Boundary of the Staircase in connexion with the same; thence Westward along said South Boundary of the said Staircase across *Stevenlaw's Close* in a Line with said Boundary and along the South Boundary of the *Free Tron* Church and Schools to the South-west Corner of the same; thence Northward along the West Side of the said Church and Schools to a Point in a Line with the South Boundary of the Tenement No. 6, *Bell's Wynd*; thence Westward across said Wynd and along said South Boundary to the East Boundary of *Burnet's Close*; thence Northward along said Boundary of *Burnet's Close* to the South Boundary of the Tenement No. 2, *Covenant Close*; thence Westward along the said South Boundary and across *Conn's Close*; thence Southward along the West Boundary of *Conn's Close* to the South Boundary of the Tenement No. 8, *Conn's Close*; thence Westward along said South Boundary; thence Northward along the East Boundary of *Old Assembly Close* to a Point in the same in a Line with the South Boundary of *Heriot's* Schools there; thence Westward along said South Boundary and across *Borthwick's Close*; thence Southward along the West Boundary of that Close to the South Gable of Messrs. *Neill* and Company's Premises; thence Westward along the South Boundary of said Premises to the East Side of *Old Fishmarket Close*; thence Southward along the same to the Point from which it started; all in the *New North* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(H.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked H on the said Plans, bounded by a Line commencing at a Point in the East Side of *Burnet's Close*, Thirty-two Feet or thereby South from the North End thereof, and running Westward along the South Boundaries of the Tenements on the South Side of the *High Street* as far as the East Boundary of the Tenement immediately to the South of the Tenement No. 184, *High Street*; thence Southward along the East Side of said Tenement, and along that of the Tenements immediately to the South thereof, to the North Boundary of *Heriot's* Schools situated between *Borthwick's* and *Old Assembly* Closes; thence Eastward along said North Boundary of said Schools; thence Southward along the West Side of *Old Assembly Close* to a Point in a Line with the North Boundary of the Tenement No. 3, *Old Assembly Close*; thence Eastward along said North Boundary and along the North Boundary of the Tenement No. 2, *Covenant Close*; thence Northward along the East Side of *Burnet's Close* to the Point from which it started; all in the *New North* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*.

(I.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked I on the said Plans, bounded by a Line commencing at the East End of the North Boundary of the University in *Lady Yester's* Parish, and running Westward along the said North Boundary and across the North End of *West College Street*, and along the North Boundary of the *New Industrial Museum* in the *Old Greyfriars* Parish, and along a straight Line in continuation of the last-mentioned Boundary to a Point at the North End of the East Boundary of the open Court in front of *Heriot's* School in *Society*, *Brown Square*; thence along the East, South, and West Boundaries of the said open Court; thence Westward along the South Building Line of *Brown Square* to the East Boundary of *George IV. Bridge*; thence Northward along said East Boundary to the North Building Line of *Brown Square*; thence Eastward along said North Building Line to the Point where it meets the East Boundary of the Tenement No. 19, *Brown Square*; thence Northward along said East Boundary to a Point in a Line with the South Boundary of that Portion of *Scott's Close* which runs from East to West; thence Eastward along the South Boundary of said Close and along the South Boundary of *Campbell's* Brewery to the West Boundary of the open Ground to the South of *Minto House*; thence Southward

Southward along the said West Boundary to a Point in the same, Fifty Feet or thereby to the North of the Point where said Boundary joins the North Building Line of *North College Street*; thence Eastward to the East Boundary of said open Ground in a Direction parallel to *North College Street*; thence Northward along the East Boundary of *Minto House* Grounds to a Point in the same in a Line with the South Boundary of the Tenement No. 15, *Horse Wynd*; thence Eastward along said South Boundary to the West Boundary of said Wynd; thence Northward along said West Boundary to the Point where it joins the South Side of the *Cowgate*; thence Westward along the North Boundary of the Tenement No. 179, *Cowgate*; thence Northward across the *Cowgate* to a Point in the North Building Line of the same where it is joined by *Humph's Close* in the *New North* Parish; thence Eastward along the said North Building Line to a Point in a Line with the West Boundary of the *Cowgate* Free Church; thence Southward to and along said West Boundary in *Lady Yester's* Parish; thence Eastward along the South Boundary of the said Church; thence Southward along the West Boundary of the Tenement No. 4, *Hastie's Close* to the South Boundary of the same; thence Eastward along the said South Boundary and across the said Close; thence Southward along the East Side of *Hastie's Close* to the Point where it meets the North Boundary of the Original Secession Church; thence Eastward along the said North Boundary; thence Southward along the West Boundary of the Tenement Nos. 77 and 79, *South Bridge Street*; thence Eastward along the open Areas immediately to the South of the last-named Tenement; thence Southward in a Line with the West Building Line of *South Bridge Street*, and across the East End of *North College Street* to the Point from which it started in *Lady Yester's* Parish; all in the said Parish, and *New North* Parish, and *Old Greyfriars* Parish, in the Royal Burgh, City, County of the City, and County of *Edinburgh*:

(K.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked K on the said Plans, bounded by a Line commencing at the North End of the East Boundary of the Tenement No. 10, *Jamieson's Close*, and running Eastward along the South Boundary of that Portion of the *Castle Wynd* which runs from East to West and in a Line with the said South Boundary to the East Boundary of the Northmost Tenement on the East Side of *Currie's Close*; thence Southward a Distance of Eight Feet or thereby; thence Eastward a Distance of Ten Feet or thereby;

thereby; thence Southward a Distance of Fourteen Feet or thereby; thence Eastward to the West Side of *Dewar's Close*; thence Southward, along the West Side of said Close, a Distance of Thirty-two Feet or thereby; thence Eastward across the said Close; thence Southward along the East Side of said Close to the North Boundary of the Tenement No. 100, *Grassmarket*; thence Westward along the North Boundary of that Tenement and along that of the Tenement No. 96, *Grassmarket*; thence Southward along the East Side of *Currie's Close* to a Point in a Line with the Back of the Tenement No. 92, *Grassmarket*; thence along the East, South, and West Boundaries of the Tenement No. 92, *Grassmarket*; thence Westward along the North Boundary of the Tenements on the North Side of the *Grassmarket* to the East Boundary of the Tenement immediately to the North of the Tenement No. 64 there; thence Northward along the said East Boundary and along that of the open Court immediately to the North of the same to the South Boundary of the *Castle Wynd* above mentioned; thence Eastward to the West Boundary of the Tenement No. 10, *Jamieson's Close*; thence along the West, South, and East Boundaries of said Tenement to the Point in the South Boundary of the *Castle Wynd* from which it started; all in *St. John's* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(K¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked K¹ on the said Plans, bounded by a Line commencing at the South End of the West Side of *Gladstone's Close*, and running Westward along the North Building Line of the *Grassmarket* to the West Boundary of the old Town Wall; thence Northward along the said West Boundary to a Point where the said Wall is met by the South Boundary of the Garden to the South of the Tenement No. 14, *Castle Bank*; thence Eastward along the said South Boundary, and along that of the Tenements Nos. 2 and 15 *Brown's Close*; thence Southward along the West Boundary of the vacant Ground at the North End of *Gladstone's Close*; thence Eastward along the South Boundary of said vacant Ground; thence Southward along the East Side of *Girdwood's Entry* to the North Boundary of the Tenement No. 24, *Grassmarket*; thence Westward along the said North Boundary, and along that of the Tenement No. 22, *Grassmarket*, and across *Gladstone's Close*; thence Southward along the West Side of that Close to the Point from which it started; all in the *New Greyfriars* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(L.) Certain

(L.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked L on the said Plans, bounded by a Line commencing at the North End of the West Boundary of the Tenement No. 113, *Grassmarket*, and running Southward along said Boundary and along that of the Tenement immediately to the South thereof; thence Eastward along the South Boundary of said Tenement and across *West Smith's Close*; thence Southward along the East Side of said Close to a Point in a Line with the North Boundary of the Tenement immediately to the East of the Tenement called *Glen's Land*; thence Westward along said North Boundary, and along that of *Glen's Land* to the West Boundary of the Tenements on the West Side of *Gilmour's Close*; thence Northward along said West Boundary to the South Boundary of the Tenement No. 95, *Grassmarket*; thence along the South and East Boundaries of said Tenement to the South Building Line of the *Grassmarket*; thence Eastward along the said South Building Line to the Point from which it started; all in *New Greyfriars* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(L[1].) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked L[1] on the said Plans, bounded by a Line commencing at the North-east End of the North-west Boundary of the Tenement No. 17, *Cowgatehead*, and running South-westwards along said Boundary; thence Westwards along the North Boundary of the Hat Factory No. 90, *Candlemaker Row*, across *Warden's Close* and along the North Boundary of the Tenement No. 8 there; thence Southward along the West Side of said Tenement to the North Boundary of the Tenement at the South End of *Aird's Close*; thence Westward along said North Boundary and along that of the Tenement No. 5, *Hunter's Close*; thence Southward along the East Side of *Hunter's Close*, a Distance of Forty Feet or thereby; thence Westward along the South Boundary of the Passage immediately to the South of the Southmost Tenement on the West Side of the last-named Close; thence Northward along the West Side of *East Smith's Close* to the South Boundary of the Tenement No. 123, *Grassmarket*; thence Eastward along said South Boundary to the West Boundary of the Tenement immediately to the South of the Tenement No. 129, *Grassmarket*; thence along the West, North, and East Boundaries of said Tenement; thence Eastward across *Hunter's Close*; thence Northward, along the East Side thereof, to the South Building Line of the *Grassmarket*; thence Eastward along

along said Building Line to the Point where said Building Line joins the South-west Building Line of *Cowgatehead*; thence South-eastward along the said South-west Building Line to the Point from which it started; all in the *New Greyfriars* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(M.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked M on the said Plans, consisting of the Space of Ground occupied by the Tenement No. 13, *King's Stables* and that immediately to the West thereof, and the Entrance to the Courtyard immediately to the South of the said Tenements, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(M¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked M¹ on the said Plans, consisting of the Ground occupied by the Tenements Nos. 2 and 3, *King's Stables*, and Nos. 1, 5, and 11, *West Port*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(M².) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked M² on the said Plans, consisting of the Ground occupied by the Tenements Nos. 27, 31, 33, 35, 39, 41, 45, and 49, *West Port*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(N.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked N on the said Plans, bounded by a Line commencing at the North-west End of the South-west Building Line of *Lady Lawson's Wynd*, and running South-eastward along said Building Line to the Point where it meets the North Building Line of *Lauriston*; thence Eastward across the South-east End of said Wynd to the South End of the Boundary between the *Cattle Market* and the Tenement No. 68, *Lauriston*; thence Northward along the said Boundary, a Distance of Forty Feet or thereby; thence North-westward, parallel to *Lady Lawson's Wynd*, a Distance of Two hundred and sixty-seven Feet or thereby; thence Westward, a Distance of Twenty Feet or thereby, to a Point in a Line with the North-east Boundary of the Buildings along the South-west Side of the *Cattle Market*; thence again in a North-westerly Direction, and parallel to *Lady Lawson's Wynd*, to the North Boundary of the *Cattle Market*; thence Eastward along said North Boundary to a Point in a Line with the North-east Boundary of the Tenement known as the *Brick Buildings* in *Lady Lawson's Wynd*; thence North-

North-westward along said North-east Boundary and along those of the Tenements No. 6, *Lindsay's Court*, and No. 94, *West Port*, to the South Building Line of the *West Port*; thence Westward along said South Building Line to the Point from which it started; all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(N¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked N¹ on the said Plans, consisting of the Tenements No. 46, and that called *Crombie's Land* in the *West Port*, all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(O.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked O on the said Plans, bounded by a Line commencing at the South End of the West Boundary of the Tenement No. 131, *West Port*, and running Northward along said Boundary; thence Eastward along the North Boundary of said Tenement and along that of the Tenement No. 129, *West Port*; thence along the East and North Sides of the Tenement immediately to the North of the Tenement last above mentioned; thence Westward along the South Boundary of the Tenement No. 35, *Baird's Close*; thence Northward along the East Side of said Close to a Point in a Line with the North Boundary of that Part of *Liddel*'s Tannery, called the Currying Shop, in said Close; thence Westward across said Close and along said North Boundary; thence Northward along the West Boundary of the Tanyard of the said Tannery to the North-east Boundary of the open Ground immediately to the West of the same; thence North-westward along the said North-east Boundary of open Ground to the North-west Boundary of the Area of Ground occupied by Messrs. *Armstrong* and *Hogg*, Brass Founders; thence South-westward along the said North-west Boundary to a Point in the same, Thirty-one Feet or thereby from the South-west End thereof; thence North-westward across Mr. *Croall*'s Property to a Point in the South-east Building Line of *Spittal Street*, Forty Feet or thereby North-east from the North Corner of the Boundary of *Saint Cuthbert's* Free Church; thence South-westward along the said Building Line, a Distance of Thirty-four Feet or thereby; thence South-eastward in a Line parallel to the North-east Side of the said Church to a Point in a Line with the South-east Boundary of the open Area immediately to the South-east of the said Church; thence South-westward along said South-east Boundary, across *Saint Cuthbert's Close* and along the North-west Boundary of the Tenement on the South-

South-east Side of that Close, Ninety Feet or thereby South-east from the South-east Building Line of *Spittal Street* at the North-west End of the said Close; thence Southward along the West Boundary of the Tenements on the West Side of *St. Cuthbert's Close* as far as the North Boundary of the Tenement immediately to the North of the Tenement No. 171, *West Port*; thence Eastward along the said North Boundary, and along that of the Tenements on the North Side of the *West Port*, to the North-east Corner of the Tenement No. 157 there; thence Southward along the East Boundary of the said Tenement; thence Eastward along the North Building Line of the *West Port* to the Point from which it started; all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(P.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked P on the said Plans, bounded by a Line commencing at the South-west End of the South-east Boundary of the Tenement No. 24, *Bristo Street*, and running South-eastward along the North-east Building Line of said Street to the North-west Boundary of the Tenement No. 50 in said Street; thence North-eastward along said North-west Boundary; thence along the North-east Boundary of the said Tenement, and along that of the Tenement No. 54, *Bristo Street*; thence Eastward along the South Boundary of the open Court to the North-east of Tenements last named; thence Northward along the East Boundary of said open Court to the North Boundary of the Tenement immediately behind the Tenement No. 75, *Potterrow*; thence Eastward along the said North Boundary to the West Boundary of the Tenement No. 73, *Potterrow*; thence Northward along the West Boundary of the last-mentioned Tenement, and along that of the Tenement No. 71, *Potterrow*; thence Eastward along the North Boundary of the last-mentioned Tenement to the West Building Line of the *Potterrow*; thence Northward along the said West Building Line to the South Boundary of the Tenement No. 53, *Potterrow*; thence Westward along said Boundary; thence along the West Boundary of the Tenements Nos. 53 and 47, *Potterrow*; thence Westward along the North Boundary of the Tenement in *Middleton's Entry*, immediately to the West of the Tenement No. 47, *Potterrow*; thence along the East and North Boundaries of the Garden attached to the Manse of the *Bristo* United Presbyterian Church, and along the North-west and South-west Boundaries of the said Manse; thence Westward along the South Boundary

of

of the open Court immediately to the West of the said Manse to the East Boundary of the Tenement No. 24, *Bristo Street;* thence Southward along the said Boundary; thence South-westward along the South-east Boundary of the said Tenement to the Point from which it started; all in the *West Kirk* Parish and *quoad sacra* Parish of *Buccleuch*, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(Q.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked Q on the said Plans, bounded by a Line commencing at the North-east Corner of *Nicolson Square*, and running Westward along the North Boundary of said Square; thence Southward along the West Boundary of the same to the South-east Corner of the Tenement No. 6 there; thence Westward along the South Boundary of the said Tenement, and along the North Boundary of the Tenement No. 7, *Nicolson Square*, and along the North Boundary of *Alison Square* to the East Building Line of the *Potterrow;* thence Southward in continuation of the said Building Line to the West End of the South Boundary of *Alison Square;* thence Eastward along the said Boundary and along that of the Tenement No. 8, *Nicolson Square*, and along the North Boundary of the Tenement No. 9, *Nicolson Square;* thence Southward along the West Boundary of *Nicolson Square;* thence Eastward along the South Boundary of the said Square; thence Northward in a Line with the West Building Line of *Nicolson Street* to the Point from which it started; all in the *West Kirk* Parish and *quoad sacra* Parish of *Buccleuch*, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(R.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked R on the said Plans, bounded by a Line commencing at the South End of the West Boundary of the Tenement No. 80, *East Crosscauseway*, and running Northward along said Boundary, and along the East Boundary of *Kay's Court*, and along that of the Tenement No. 14 in said Court; thence along the South and West Boundaries of the Tenement at the North End of *Kay's Court*, across *Hardwell Close*, and along the East Side of the open Ground to the South of *Orange Grove Cottage*, and along the East Boundary of said Cottage; thence Eastward along the South Boundary of the Tenements at the South End of *Simon Square;* thence along the East Boundary of the same and along the North Boundary of the same as far as the East Building Line of *Simon Square;* thence Northward along the said Building Line

Line to the South Building Line of *Gilmour Street*; thence Eastward along the said South Building Line to the East Boundary of the Tenement No. 15 there; thence Southward along said Boundary; thence Eastward along the South Boundary of the open Space to the South of the Tenement Nos. 17, 19, and 21, *Gilmour Street*, and along the North Boundary of the Tenement No. 173, *Pleasance*; thence Northward along the West Building Line of the *Pleasance* to the North Side of *Gilmour Street*; thence Westward along the South Boundary of the Tenement No. 24, *Gilmour Street*; thence Northward along the West Boundary of the said Tenement to the Back of the Tenements on the North Side of *Gilmour Street*; thence diagonally across the open Court immediately to the North of the said Tenements to a Point in the East Boundary of the Tenement No. 16, *Simon Square*, Eighteen Feet or thereby North from the South End thereof; thence Southward along said East Boundary, and along the South and West Boundaries of said Tenement, and Northward across the South-west End of *Paul Street*, and along the East Boundary of the Tenement No. 22, *Simon Square*; thence Westward along the North Boundary of the said Tenement, and of the Tenements Nos. 23 and 24 in said Square, and along the South Boundary of the Southmost Tenement on the West Side of *Davie Street* to the East Boundary of the Tenement No. 25, *Simon Square*; thence Southward along the West Side of said Square to the North Boundary of the Tenement No. 29 in said Square; thence Westward along the North Boundary of said Tenement to a Point in a Line with the East Boundary of the Tenement No. 10, *Gibb's Entry*; thence Northward in a Line with said Boundary, a Distance of Twelve Feet or thereby; thence Westward across the open Court immediately to the North of the Tenements on the North Side of *Gibb's Entry* to a Point in the West Boundary of the said Court, Twenty-two Feet or thereby South from the North Side of said Court; thence Northward along said West Boundary; thence Westward along the North Boundary of the Workshop at the North End of the open Court of the Tenement No. 2, *Gibb's Entry*; thence along the East and South Sides of the open Space immediately to the East of the Tenement No. 98, *Nicolson Street*; thence Westward along the South Boundary of the last-mentioned Tenement; thence Southward along the East Building Line of *Nicolson Street* to the South Boundary of the Tenement No. 106 there; thence along the South and East Boundaries of the said Tenement; thence Eastward along the South

South Building Line of *Gibb's Entry*; thence Southward along the West Building Line of *Simon Square* and along the West Side of the Passage leading from the same to the Close called *Crooked Dykes*; thence along the East and South Boundaries of the Two Tenements at the North End of *Kennedy's Close*; thence Southward along the West Boundaries of the Tenements on the West Side of the said Close to the North Side of the Tenement Nos. 60 and 64, *East Crosscauseway*; thence Eastward along the North Boundary of the said Tenement; thence Southward along the East Boundary of the same; thence Eastward along the North Building Line of the *East Crosscauseway* to the Point from which it started; all in the *West Kirk* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(S.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked S on the said Plans, bounded by a Line commencing at a Point in the North Boundary of the Tenement Nos. 221, 223, and 225, *Canongate*, in a Line with the West Boundary of the open Court immediately to North of said Tenement, and running Northward along said West Boundary; thence Eastward along the North Boundary of said Court and across *Shoemakers Close*; thence Southwards along the East Side of said Close to the North Boundary of the Tenement No. 217, *Canongate*; thence Westward along the North Boundary of the Tenements on the North Side of the *Canongate* to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(S¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked S¹ on the said Plans, bounded by a Line commencing in the West Boundary of the Ground immediately to the South of the *Magdalene* Asylum at the East End of the South Boundary of the Coalshed of the *Edinburgh* Gaswork, and running Southward to the North Boundary of the Tenement immediately to the North of the Tenement No. 191, *Canongate*; thence along the North and West Boundaries of said Tenement; thence Westward along the North Boundary of Tenement Nos. 193 and 197, *Canongate*, as far as the East Boundary of the Court to the North of Tenement No. 201, *Canongate*; thence Northward along the said Boundary and along the North Boundary of the said Court to the East Boundary of the Tenements on the East Side of *Shoemakers Close*; thence Northward along said East Boundary to the North Boundary of the Court immediately to the East

East of the said Tenements; thence along the said North Boundary to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(T.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked T on the said Plans, consisting of the Space of Ground occupied by the Tenement Nos. 16 and 17, *Panmure Close*, that Part of *Panmure Close* between a Point Twenty-nine Feet or thereby and a Point Seventy-three Feet or thereby, both North of the North Side of the *Canongate* at the South End of said Close; and *Brown's Court* to the East of the said Tenement, all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(T¹.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked T¹ on the said Plans, bounded by a Line commencing at a Point in the East Boundary of the Tenements on the East Side of *Reid's Court* at the North Boundary of the Tenement No. 91, *Canongate*, and running Northwards along the said East Boundary, and along the East Boundary of the Garden immediately to the North of the Tenements on the North side of *Reid's Court*, and along the East Boundary of the Gasometer immediately to the North of the said Garden to the South Boundary of the Tenement No. 18, *North Back of Canongate*; thence along the South and East Boundaries of said Tenement; thence Eastward across the North End of *Campbell's Close*; thence Southward along the East Side of said Close to the North Boundary of the Tenement second to the North of the Tenement No. 87, *Canongate*; thence along the North, East, and South Boundaries thereof, and again along the East Side of *Campbell's Close*, to a Point in a Line with the North Boundary of Tenement No. 89, *Canongate*; thence Westward along the North Boundary of the Tenements on the North Side of the *Canongate* to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*;

(T².) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked T² on the said Plans, bounded by a Line commencing at the South End of the East Side of *Ramsay's Close*, and running Northward along the said Side of said Close; thence Eastward along the South Side of that Part of *Duncan's Close* to the South of the Tenement No. 2, *Duncan's Close*, and across said Close; thence Northward along the East Boundary of the said Tenement, and along that of the Tenement No. 23, *North Back*

Back of Canongate; thence Westwards along the South Building Line of the *North Back of Canongate* to the East Boundary of the Garden lying to the South-east of *Whiteford House;* thence Southward along said East Boundary to the North Boundary of the Tenement Nos. 47 and 51, *Canongate;* thence Eastward along said North Boundary; thence Southward along the East Boundary of said Tenement; thence Eastward along the North Building Line of the *Canongate* to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(T³.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked T³ on the said Plans, consisting of the Ground occupied by the Tenements Nos. 23, 25, 27, 29, and 33, *Canongate*, and No. 4, *Whitehorse Close,* all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(T⁴.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked T⁴ on the said Plans, bounded by a Line commencing in the South Building Line of the *North Back of Canongate*, at the East Boundary of the Northmost Tenement on the East Side of *Campbell's Close*, and running Eastward along said Building Line to the West Boundary of the Brass Foundry, *Callender House;* thence Southward along the said West Boundary to the North Gable of the Northmost Tenement on the East Side of *Malloch's Close;* thence Westward along the said North Gable; thence Southward along the East Side of *Malloch's Close* to the North Building Line of the *Canongate;* thence Westward along said Building Line to the East Side of *Brown's Close;* thence Northward along said East Side of said Close, a Distance of Forty-five Feet or thereby; thence Westward across *Brown's Close;* thence Northward along the West Side of said Close, a Distance of Ninety-five Feet or thereby; thence Westward to the East Boundary of the Tenements on the East Side of *Campbell's Close;* thence Northward along said East Boundary to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh:*

(U.) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked U on the said Plans, bounded by a Line commencing in the East Side of *Haddington's Entry* at a Point in a Line with the North Boundary of *Berwick*'s Brewery, and running Westward along said North Boundary; thence Southward along the

East Side of *Reid's Close* to a Point in a Line with the North Boundary of the Passage immediately to the North of Tenement No. 24 in said Close; thence Westward to a Point in the East Boundary of the Grounds of *Milton House*; and thence Northward along the said East Boundary to the South Boundary of the Tenement No. 88, *Canongate*; thence Eastward along the South Boundary of the Tenements on the South Side of the *Canongate* to the East Boundary of the Court at the North End of *Reid's Close*; thence Southward along the East Boundary of said Court, and along the East Side of *Haddington's Entry* to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*:

(U[1].) Certain Lands, Houses, and other Property situate, lying, and being within an Area marked U[1] on the said Plans, bounded by a Line commencing in the East Side of *Stewart's Close* at the South Boundary of the Tenement No. 94, *Canongate*, and running Southward along the said Side of Close; thence Eastward along the North Boundary of the Court at the South End of said Close; thence along the East and South Boundaries of said Court, and across *Bull's Close*; thence Northward along the West Side of said Close, and along the East Side of the Buildings on East Side of said Close to the South Boundary of Tenement No. 102, *Canongate*; thence Eastward along the South Boundary of the Tenements on the South Side of the *Canongate* to the Point from which it started; all in the *Canongate* Parish, Royal Burgh, City, County of the City, and County of *Edinburgh*.

Omission or Mis-statement in Plans, &c. may be corrected by Sheriff, who shall certify the same.

14. If there be any Omission, Mis-statement, or erroneous Description of any Lands, Houses, and Property, or of the Owners, Lessees, or Occupiers of any Lands, Houses, and Property, shown on the deposited Plans, or specified in the deposited Books of Reference, the Trustees, after giving Ten Days Notice to the Owners, Lessees, or Occupiers of the Lands, Houses, and Property affected by such proposed Correction, may apply to the Sheriff for the Correction thereof, and if it appear to the Sheriff that such Omission, Mis-statement, or erroneous Description arose from Accident or Mistake he shall certify the same accordingly, and shall in such Certificate state the Particulars of the Omission, and in what respect any such Matter is mis-stated or erroneously described; and such Certificate shall be deposited in the Office at *Edinburgh* of the Sheriff Clerk of the County of *Edinburgh*, and a Duplicate thereof shall also be deposited in the Office of the Sheriff Clerk of the County of the City of *Edinburgh*,

Certificate to be deposited.

Edinburgh, and a Triplicate thereof shall be deposited with the Schoolmaster, or, if there be no Schoolmaster, with the Session Clerk of the Parish in which the Lands in question lie; and the Certificate, Duplicate, and Triplicate respectively shall be kept by the respective Sheriff Clerks, Schoolmaster, or Session Clerk with the other Documents to which it relates, and thereupon the deposited Plans and Books of Reference shall be deemed to be correct in accordance with the Certificate, and the Trustees may purchase, take, and use for the Purposes of this Act any Lands and Property in accordance with such Certificate as if such Omission, Mis-statement, or erroneous Description had not been made.

Trustees not to be bound to execute all Works, &c.

15. Nothing in this Act contained shall make it binding on the Trustees to execute all the Works by this Act authorized, or to purchase all the Lands and Property in this Act described; but it shall be lawful for them, subject to the Provisions of this Act, to execute such or such Parts of the said Works, and to purchase such of the said Lands and Property, as it shall from Time to Time seem to them expedient to execute and purchase, and the Execution of any Works or Purchase of any Lands and Property under this Act shall be in the absolute Discretion of the Trustees for the Time being.

Purchase of Lands by Agreement.

16. In addition to the Lands, Houses, and Property which the Trustees are by this Act authorized to take compulsorily, they may from Time to Time, but only by Agreement, and in accordance with the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, or One of them, purchase and otherwise acquire any Lands, Houses, and Property, and any Interest, Servitude, Right of User, Power, or Privilege in, over, or affecting any Lands, Houses, and Property, which they think expedient for any of the Purposes of this Act.

Limitation of Time for compulsory Purchases.

17. The Powers of the Trustees for the compulsory Purchase of Lands, Houses, and Property for the Purposes of this Act shall not be exercised after the Expiration of Seven Years from the Eleventh Day of *November* One thousand eight hundred and sixty-seven.

Lateral Deviation.

18. In making the new Streets and in widening, altering, improving, and diverting the existing Streets, Wynds, Closes, and Thoroughfares hereby authorized the Trustees may deviate from the respective Lines thereof shown on the deposited Plans to any Extent within the Boundaries of the Areas or Limits of Deviation shown thereon; provided that no such Deviation shall extend into the Lands of any Person whose Name is not mentioned in the deposited Book of Reference without his previous Consent, unless his Name be omitted

by

by Mistake, and that Fact be certified as by this Act is provided in Cases of unintentional Errors in the Book of Reference.

Vertical Deviation.

19. In making the new Streets and in widening, altering, improving, and diverting the existing Streets, Wynds, Closes, and Thoroughfares by this Act authorized the Trustees may deviate from the Levels thereof, as referred to the Datum Line shown on the deposited Sections, to any Extent not exceeding Three Feet.

Solum of Streets vested in Corporation.

20. Subject to the Provisions of this Act, the Solum of the several new Streets, and also the Solum of the several widened, altered, improved, and diverted Streets, in so far as not already vested in the Magistrates and Council, shall be and the same are hereby vested in the Magistrates and Council to the same Effect as the existing Streets of the City are vested in them.

Power to cross Roads, &c. temporarily.

21. For the Purposes of this Act, and during the Operations hereby authorized, the Trustees from Time to Time may cross, divert, alter, or stop up temporarily any Roads, Streets, Squares, Closes, and Thoroughfares, Approaches, Ways, Watercourses, Drains, Sewers, and Gas, Water, or other Pipes in any of the Lands shown on the deposited Plans, and specified in the deposited Book of Reference, and which they are by this Act authorized to enter upon, take, use, or stop up respectively, which they may from Time to Time find it expedient to interfere with for any of those Purposes.

Provisions as to Operations on Roads and Streets.

22. When the Trustees require, in the Execution of the Purposes of this Act, to execute any Operations on any of the Roads or Streets within the City of *Edinburgh* District of Roads, or within any District of Roads within the County of *Edinburgh*, they shall, before commencing such Operations, give Intimation in Writing to the City of *Edinburgh* Road Trustees, or the Trustees of such other District of Roads, or their Clerks for the Time respectively, of the Intention to break or take up the Roadway or Causeway of such Streets or Roads for the Purpose of such Operations; and the Trustees shall cause the Contractor or other Person employed by them to execute such Operations so soon as the Operations are executed to beat in the Soil in the Openings made by him on such Streets or Roads, at the Sight and to the Satisfaction of the Surveyor or other Officer of the said Road Trustees respectively; and upon such Operations being so executed, and the Soil so beat in, the said Road Trustees respectively shall cause their Surveyor to relay the Portions of the Roadway or Causeway of such Roads or Streets that may have been broken or taken up by the Contractor or other Person employed by the Trustees with the same Kinds of Causeway or other Materials as were previously on such Streets, and at such Rates *per* Superficial Yard of dressed

Work,

Work, mashed Rubble, common Rubble, and Metal, including the Maintenance thereof for Twelve Months, as may be agreed on by the said Road Trustees and the Trustees, or as, on the Application of the Parties, may be fixed by the Sheriff; and on the relaying or recausewaying of such Roads or Streets being completed the Trustees shall make Payment of the Expense so agreed on or fixed to the said Road Trustees respectively, or their respective Treasurers for the Time, and, further, the Trustees shall free and relieve the said Road Trustees respectively, and their respective Officers, of all Injury, Loss, or Damage which may be occasioned to any of the Roads or Streets before mentioned, or may be sustained by any Person, Company, or Corporation, by or in consequence of the Operations on such Roads or Streets by the Trustees, or the Contractor or other Person employed by them to execute the same.

Removing and relaying Water Pipes.

23. If any existing Street be widened, altered, improved, or diverted under the Authority of this Act so as to render necessary the Removal or relaying of the Mains and Pipes in such Street belonging to the *Edinburgh* Water Company, such Mains and Pipes shall be removed and relaid by the said Company in the widened, altered, improved, or diverted Line of such Street, and in such Position as the Engineer of the said Company for the Time being shall determine; and the Expense of removing and relaying such Mains and Pipes, and reasonable Compensation for Damage done to such Mains or Pipes in the lifting, removing, or relaying thereof, shall be paid by the Trustees to the said Company; and in case of Difference between the said Company and the Trustees with respect to the Amount of such Compensation, the same shall be fixed and determined by an Arbiter to be named by the Parties, and failing such Nomination, then by a neutral Engineer to be named by the Sheriff on the Application of the said Company or of the Trustees.

Removing and relaying Gas Pipes.

24. If any existing Street be widened, altered, improved, or diverted under the Authority of this Act so as to render necessary the Removal or relaying of the Mains and Pipes in such Street belonging to the *Edinburgh* Gaslight Company and the *Edinburgh and Leith* Gaslight Company respectively, such Mains and Pipes shall be removed and relaid by the said Companies respectively in the widened, altered, improved, or diverted Line of such Streets, and in such Position as the respective Engineers of the said Companies shall determine; and the Expense of removing and relaying such Mains and Pipes, and reasonable Compensation for Damage done to such Mains and Pipes in the lifting, removing, or relaying thereof, shall be paid by the Trustees to the said Companies respectively; and in case of Difference between the said Companies, or either of them, and the Trustees with respect to the Amount of such Compensation,

the same shall be fixed and determined by an Arbiter to be named by the Parties, and failing such Nomination, then by a neutral Engineer to be named by the Sheriff on the Application of either of the said Companies or of the Trustees.

Power to stop up certain Streets.

25. It shall be lawful for the Trustees to stop up the following Streets, Squares, Wynds, Closes, Lanes, Courts, Yards, Passages, Stairs, and Thoroughfares, or some of them, or some Part of them:

Whitehorse Close, the *Canongate* from *Duncan's Close* Eastward for Fifty-four Feet or thereby, *Duncan's Close*, *Ramsay's Close*, *Reid's Close*, *Haddington's Entry*, *Strathie's Close*, *Malloch's Close*, *Brown's Close*, *Campbell's Close*, *Brown's Court*, *Panmure Close*, *Stewart's Close*, *Bull's Close*, *Shoemakers Close*, *Big Jack's Close*, *Little Jack's Close*, *Kinloch's Close*, *Morocco Close*, *Rae's Close*, *Logan's Close*, *Midcommon Close*, *Milne's Close*, *Watson's Close*, *Plainstane Close*, *Chessels's Court*, *Pirrie's Close*, *Gibb's Close*, *Gillon's Close*, *Bell's Close*, *Boyd's Close*, *Hume's Close*, *Boyd's Entry*, *High School Close*, *Coull's Close*, *Old Fleshmarket Close*, all the above-mentioned Closes entering from the *Canongate*, *Gilmore Street*, *Leith Wynd*, *St. Mary's Wynd*, *Little Grant's Close*, *Baron Grant's Close*, *Trunk's Close*, *Ironside Court*, *Monteith's Close*, *Sandilands Close*, *Chalmers Close*, *Milne's Court*, *Barringer's Close*, *Paisley Close*, *Bailie Fyfe's Close*, *Morrison's Close*, *North Gray's Close*, *Carrubber's Close*, *Halkerston's Wynd*, *World's End Close*, *Fountain Close*, *South Foulis Close*, *Hyndford's Close*, *South Gray's Close*, *Skinner's Close*, *Murdoch's Close*, *Toddrick's Wynd*, *Blackfriars Wynd*, *Hall's Court*, *Cant's Close*, *Dickson's Close*, *Bull's Close*, *Cowgate*, *High School Wynd*, for One hundred and fifty Feet or thereby North from the *Cowgate*, the *Fishmarket*, *Fleshmarket Close*, *Market Street*, for Two hundred and thirty Feet or thereby West from the West End of the *Fishmarket*, *Stevenlaw's Close*, *Bell's Wynd*, *Burnet's Close*, *Covenant Close*, *Old Assembly Close*, *Conn's Close*, *Borthwick's Close*, *Humph's Close*, the *Cowgate* from *Cowgate* Free Church to the *Horse Wynd*, *Hastie's Close*, *Adam Square*, *North College Street*, the North Side of *Argyll Square*, *Brown Square*, *Society Court*, *Scott's Entry*, *Horse Wynd*, *College Wynd*, *Nicolson Square*, *Alison Square*, *Middleton's Entry*, *Hamilton's Entry*, *Gibb's Entry*, *Simon Square*, *Gilmour Street*, *Hardwell Close*, *The Crooked Dykes*, *Kay's Court*, *Kennedy's Close*, *Cowgate Head*, for One hundred Feet or thereby South-east from its Junction with the *Grassmarket*, the *Grassmarket* for Sixty Feet or thereby West from the *Cowgate Head*, and for One hundred and seventeen Feet or thereby East from the Town Wall, *Warden's Close*, *Aird's Close*, *East Smith's Close*, *West Smith's Close*, *Hunter's Close*,

Close, Cowie's Close, Gilmour's Close, Dewar's Close, Currie's Close, Beattie's Close, Plainstane Close, Jamieson's Close, Girdwood's Entry, Gladstone's Close, Brown's Close, Crawford's Close, the *West Port* from *Lady Lawson's Wynd* to *King's Stables, Lady Lawson's Wynd, Baird's Close, Stevenson's Close, Saint Cuthbert's Close, Lindsay's Court,* the *Cattle Market* on the South-west Side thereof for a Distance of One hundred and ninety Feet or thereby South-east from the North Boundary of the same to the Extent of Twenty Feet or thereby North-east from the North-east Side of *Lady Lawson's Wynd,* and the Remainder of the said South-west Side of the said Market to the Extent of Forty Feet or thereby North-east from the said North-east Side of *Lady Lawson's Wynd, King's Stables* for One hundred and eighty-five Feet or thereby West of the Old Town Wall, and all other Wynds, Closes, Lanes, Courts, Yards, Passages, Stairs, and Thoroughfares which may be intersected or interfered with, or which may be within the Limits of Deviation defined on the Plans before mentioned.

Solum of Streets stopped up.

26. The Solum of such Streets, Squares, Wynds, Closes, Lanes, Courts, Yards, Passages, Stairs, and Thoroughfares, or Parts thereof respectively, as shall be stopped up and enclosed, shall, except as herein otherwise provided, be and is hereby vested in the Trustees for the Purposes of this Act.

Power to make minor Works connected with new Streets, &c.

27. Subject to the Provisions of this Act, and in accordance with the deposited Plans, and within the Boundaries of the Areas or Limits of Deviation thereon defined, the Trustees in connexion with the new Streets, widened, altered, improved, and diverted Streets, Wynds, Closes, and Thoroughfares by this Act authorized, or any of them, and for the Purposes thereof, may make Junctions and Communications with any existing Streets, Squares, Closes, or Thoroughfares which may be intersected or interfered with by or be contiguous to the new Streets, or widened, altered, improved, or diverted Streets, Wynds, Closes, and Thoroughfares, or any of them, and may make Diversions, Widenings, or Alterations of Lines or Levels, by Stairs or otherwise, of any existing Streets, for the Purpose of connecting the same with the new or widened, altered, improved, or diverted Streets, Wynds, Closes, and Thoroughfares, or any of them, or otherwise, and may remove, alter, divert, stop up, enclose, use, or appropriate all or any Part of any Street or Court, or of any Drain or Sewer, within the Boundaries of the Areas or Limits of lateral Deviation defined on the deposited Plans, the Trustees first providing a proper Substitute before interrupting the Flow of Sewage in any such Drain or Sewer: Provided always, that the Levels of Streets within the City of *Edinburgh* District of Roads which the Trustees in the Execution of the Purposes

of

of this Act shall make, or on which they shall execute any Operations, shall at the Junction of such Streets with other Streets be made at the Sight and to the Satisfaction of the Surveyor or other Officer of the Road Trustees acting under "The *Edinburgh* Roads and Streets Act, 1862."

Power to alter Steps, Doors, &c.

28. If in consequence of the Execution of any of the Works by this Act authorized the Levels of any of the Streets, Squares, Closes, or Thoroughfares in the City shall be raised or otherwise changed, or if any Alterations of any Steps, Doors, or Entrances in any House or Building, or of any Pavement, Sewer, Drain, or Culvert adjoining or belonging to any Property therein, shall thereby be rendered necessary, such Alteration shall be made by and at the Expense of the Trustees.

Form in which Trustees may take and grant Conveyances, &c.

29. The Trustees may take the Title Deeds to Property acquired by them under this Act in Name of "The Trustees under the *Edinburgh* Improvement Act, 1867," and may grant Conveyances of Property and Bonds, and other Deeds and Instruments, under the same Name, and all such Conveyances, Bonds, and other Deeds and Instruments shall be deemed to be sufficiently executed if signed at a Meeting of the Trustees by the Lord Provost of the City or other Preses of the Meeting, and by the Clerk, and tested according to the Law of *Scotland*.

Power to take down Buildings and lay out Lands of new.

30. The Trustees may take down the whole or any Part of the Buildings situated on any Part of the Lands acquired by them under the Authority of this Act, and sell and dispose of the Materials thereof, and may, subject to the Provisions of this Act as to the making of new, and widening, altering, improving, and diverting of existing Streets, lay out the said Lands of new in such Way and Manner as they may deem best, and may sell or dispose of the Ground or Buildings, or any Part or Portion thereof, or grant Leases, Dispositions in Feu, Contracts of Ground Annual, or other Deeds or Conveyances of such Ground or Buildings, on such Terms and subject to such Conditions as they may determine and prescribe, and generally they may deal with the Lands, Houses, and Heritages acquired by them under this Act as absolute Proprietors thereof, subject only to the Conditions and Provisions of this Act and of the Acts regulating the Police of the City for the Time being.

Completion of Streets and Maintenance under Edinburgh Roads and Streets Act.

31. The Trustees may cause such Parts of the new and altered, widened, improved, and diverted Streets to be laid out for Carriageways, and such Parts thereof for Foot Passengers, as they think fit, and may in connexion therewith construct, erect, and provide such Vaults, Cellars, Arches, Sewers, Drains, and other Works and Conveniences as they may think proper, and on such Streets, Pavements, and

and Sewers being completed by or at the Expense of the Trustees in a suitable Manner to the Satisfaction of the Surveyor appointed under "The *Edinburgh* Roads and Streets Act, 1862," the Causeway of the said Streets shall thereupon be maintained by the Trustees under the said Act as the Causeways of Streets are maintained under the same.

Provision as to Ejectment of Labouring Classes.

32. The Trustees shall not eject or displace within any Period of Six Months any Number of Persons of the Labouring Classes exceeding Five hundred without a Certificate from the Sheriff that other and suitable Accommodation exists within the City or its immediate Neighbourhood, or has been provided by the Trustees in manner herein-after mentioned, or otherwise.

Trustees may provide Houses for Labouring Classes.

33. Whenever the Trustees find it necessary to eject or displace any greater Number of such Persons than Five hundred, and suitable Accommodation for them has not been otherwise provided, or does not otherwise exist within the City, the Trustees may erect, lease, or otherwise acquire within the City Houses or other Premises for the temporary Accommodation of such Persons; and the Trustees may thereafter let the Houses or other Premises so erected, leased, or acquired to such Persons, at such Rents, and upon such Terms and Conditions as the Trustees may from Time to Time think fit: Provided always, that the net Sum to be expended by the Trustees in erecting, leasing, or otherwise acquiring such Houses or other Premises shall not exceed the Sum of Ten thousand Pounds.

Further Provision as to Ejectment of Labouring Classes.

34. The Trustees shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Trustees shall not take any such Houses until they have obtained the Certificate of One of Her Majesty's Justices of the Peace that it has been proved to his Satisfaction that the Trustees have made known their Intention to take the same in manner herein-before required.

Trustees may enter into Agreements as to Roads at Queen's Park.

35. The Trustees may enter into Arrangements and Agreements with Mr. *Thomas Nelson*, and with all other Parties interested, for shutting up a Portion of the Road called the *Gibbet Loan*, leading from the *Dalkeith Road* to the *Queen's Park*, and substituting therefor, or for the Portion to be shut up, another Road more suitable and convenient through the Lands of the said *Thomas Nelson*, and also for the Formation of another Road through the Property of the said *Thomas Nelson* affording Access from *St. Leonard's* to the said *Gibbet Loan*, and for the Acquisition of Lands for such Purpose, and for

for the Maintenance of such Roads when made, and the Trustees may also enter into Arrangements and Agreements with any Body of Road Trustees or other Body in regard to the Maintenance of such Roads: Provided always, that the said *Gibbet Loan* shall not be interfered with under this Act without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Works and Public Buildings, or One of them, being previously had thereto.

Power to acquire and fill up Mill-lead at Water of Leith, and convey Water into Channel of River.

36. And whereas it would improve the sanitary Condition of certain Districts of the City if the Portions of the Mill-leads after mentioned which pass through the said Districts were acquired by the Trustees, and the Water flowing therein were prevented from so flowing, or were returned to the Channel of the *Water of Leith* at a Point higher up the Stream than at present, and the said Mill-leads or a Portion thereof were filled up: The Trustees are hereby authorized and empowered, if they shall at any Time see fit, but only by Agreement and in accordance with the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, or One of them, to purchase and otherwise acquire that Portion of the said Mill-leads to the South of the *Water of Leith* which extends from the East Side of the *Dean Bridge* to the Point where the said Mill-lead joins the *Water of Leith* on the South Side thereof opposite *St. Mark's Place*, with all and every Interest, Right of Use, Power, or Privilege in, over, or affecting the same; and after the said Trustees shall have so acquired the Portion of the said Mill-lead before described, they are hereby authorized and empowered, if they shall see fit, to stop the Entrance of Water into the said Mill-lead, or to convey the Water from the said Mill-lead into the Channel of the *Water of Leith* at any Point they may fix between the East Side of the *Dean Bridge* and the West Side of *St. Bernard's Bridge*; and to fill up the said Mill-lead between the Point at which the Water thereof is so conveyed into the Channel of the *Water of Leith* and the Point opposite *St. Mark's Place* where the said Mill-lead at present terminates, and to sell or dispose of the Solum of the Mill-lead, or any Portion thereof, or to grant Leases, Dispositions in Feu, Contracts of Ground Annual, or other Deeds of Conveyance of such Solum, and generally to deal therewith as absolute Proprietors, subject only to the Conditions and Provisions of this Act: Provided always, that after the Water of the said Mill-lead shall have been prevented from entering the same, or have been conveyed as aforesaid into the Channel of the *Water of Leith*, the Trustees shall be entitled to receive from the Magistrates and Council, as Commissioners of Police, the Sum which by the Twentieth Section of "The *Edinburgh* Police Amendment Act, 1854," the then Commissioners of Police are appointed to pay to the Owners of the Mills at *Stockbridge* and

Canonmills

Canonmills for the Water therein authorized to be taken from the said Mill-lead for the Purpose of scouring and cleansing the Bed or Channel of the *Water of Leith*, or such Portion thereof as may be equitable: Provided also, that it shall be lawful for "the *Water of Leith* Sewerage Commissioners" to pay to the Trustees such Sum or Sums of Money as may be agreed upon between them as a Contribution by the said last-mentioned Commissioners towards the Improvement which will be effected by filling up the said Mill-lead according to the Extent of the Saving of Expense which will thereby arise in carrying into effect the Purposes of "The *Edinburgh and Leith* Sewerage Act, 1864."

Power to borrow.

37. It shall be lawful for the Trustees to borrow on Bond or Mortgage any Sum or Sums not exceeding in whole Three hundred and fifty thousand Pounds, and to make and grant Mortgages and Assignations of the Assessments to be levied under the Provisions of this Act in Security of the Payment of the Money so borrowed, and Interest thereof, and to grant Bonds and Dispositions in Security therefor over the whole or any Part of the Property acquired by them under this Act and not sold or disposed of, or over any Tack Duties, Feu Duties, Ground Annuals, or other Revenues or Property belonging to the Trustees; and if, after having borrowed the said Sum, or any Part thereof, the Trustees shall pay off the same or any Portion of the Sums contained in the said Mortgages and Assignations or Bonds and Dispositions in Security, or any of them, otherwise than by way of Sinking Fund or Terminable Annuity, or under Section Forty-seventh of this Act, it shall be lawful for them again to borrow the Amount of the Sum or Sums so paid off, either by granting new Bonds or Mortgages and Assignations in Security therefor and Bonds and Dispositions in Security as aforesaid, or by means of Assignations of the said Mortgages and Assignations or Bonds and Dispositions in Security, or otherwise, and so from Time to Time as they shall think proper.

Power to borrow on Cash Credit.

38. It shall be lawful for the Trustees in the Exercise of the said Borrowing Powers to take from any Bank or Banking Company Credit on a Cash Account, to be opened and kept with such Bank or Banking Company in the Name of the Trustees or of the Treasurer according to the Usage of Bankers in *Scotland*, to the Extent of the Sum which the Trustees are hereby authorized to borrow, or any Part thereof, and to make and grant Mortgages and Assignations of the Assessments to be levied under the Provisions of this Act, and Dispositions of the Lands and Heritages for the Time being belonging to the Trustees, or any Part of them, in Security of the Payment of the Amount, or of the Sums advanced from Time to Time on such Cash Account, with the Interest thereon.

39. It

Power to grant Terminable Annuities in lieu of borrowing on Mortgage.

39. It shall be lawful for the Trustees from Time to Time, in lieu of borrowing or continuing on Mortgage the Sums by this Act authorized to be borrowed, to raise the same, or any Part thereof, by granting to such Companies or Persons as shall advance Money for the Purposes of this Act Terminable Annuities, payable during the Period that the Assessment by this Act authorized shall continue to be leviable, and under such Conditions and at such Rates as the Trustees shall decide, and by assigning the said Assessment in Security of the Payment of such Annuities.

Power to assess.

40. For defraying the Expenses attending the Execution of this Act, and of carrying the Purposes thereof into effect, it shall be lawful for the Trustees to assess and levy upon and from all Occupiers of Lands and Heritages within the City, according to the Valuation Roll made up and completed in Terms of the Valuation Act, subject to the Exemptions herein-after provided, an annual Assessment not exceeding Fourpence in the Pound of the gross yearly Value of such Lands and Heritages, and to fix a Day on which the same shall be payable, which Day so fixed by the Trustees shall be published by Advertisement in a Newspaper circulating in the City, and such Assessment shall be leviable in the first instance for the Half Year from the Eleventh Day of *November* One thousand eight hundred and sixty-seven to the Fifteenth Day of *May* One thousand eight hundred and sixty-eight, and thereafter for the Year from the Fifteenth Day of *May* of each Year to the Fifteenth Day of *May* of the Year succeeding, and so on annually thereafter for a Period not exceeding Twenty Years, including a Half Year's Assessment from the Fifteenth Day of *May* to the Eleventh Day of *November* One thousand eight hundred and eighty-seven; and the said Assessment shall be called the "Improvement Assessment:" Provided that when Two or more Families or Persons live together as One Family, and when One Person occupies more than One Subject, the whole "Improvement Assessment" shall be made on the aggregate actual yearly Rent or Value of the Lands and Heritages so occupied, and the Occupier by whom the "Improvement Assessment" shall be paid shall, on Production of a Receipt by the Collector therefor, be entitled to deduct One Half of such Assessment from the Rent payable to the Owner of the said Lands and Heritages, but One Half of such Assessment may nevertheless be levied directly from the Owner: Provided always, that when the aggregate actual yearly Rent or Value of the Lands and Heritages in respect of which any Occupier is entered in the said Valuation Roll is under Five Pounds, the Trustees may remit the whole or any Part of the said Assessment so far as chargeable against such Occupier.

41. The

Certain Premises not to be assessed.

41. The "Improvement Assessment" shall not be imposed or levied in respect of any Building or Premises which is solely occupied for the Purposes of public Charity, nor any Place occupied exclusively for Public Worship, nor any Building occupied by Scientific or Literary Societies, which shall have been or may be exempted from Rates in Terms of an Act passed in the Sixth and Seventh Year of the Reign of Her present Majesty, intituled *An Act to exempt from County, Borough, Parochial, and other Local Rates Land and Buildings occupied by Scientific or Literary Societies*, nor the Royal Palace of *Holyrood*, nor Houses or Buildings in the Castle of *Edinburgh*, nor the Courts of Justice, General Register House, City Chambers, County Buildings, Sheriff Court Buildings, Prison of *Edinburgh*, nor the public Markets, nor the University of *Edinburgh* and the Buildings connected therewith, nor the *Free Church College* and the Buildings connected therewith, nor the Buildings in *Queen Street* belonging to the United Presbyterian Church, nor the Museums of the Royal Colleges of Physicians and Surgeons as long as they respectively shall remain open gratuitously to Persons pursuing the Study or Practice of Medicine, nor the Veterinary College, nor the High School of *Edinburgh*, nor the *Edinburgh* Academy, nor any Sessional, Parochial, or Charity School, nor Dr. *Bell*'s Schools: Provided always, that if any of the said Buildings or Places hereby specially exempted from Assessment, or any Portion thereof, shall at any Time be used as Dwelling Houses, or shall be let or in any way used so as to produce Rent (but not including the Seat Rents of Churches), such Buildings or Places shall then be liable for the said Assessment in respect of such Rent or pecuniary Profit, or in so far as used as Dwelling Houses. 6 & 7 Vict. c.

Trustees may grant Relief from Assessment in case of Poverty.

42. The Trustees may, on the Ground of the Poverty or Inability to pay of any Person liable in the "Improvement Assessment," remit in whole or in part Payment of the said Assessment by such Person in such Manner as the Trustees shall in their Discretion think just and reasonable, but upon no other Account whatsoever.

Provision as to Property let for less than a Year.

43. Deduction shall be allowed by the Trustees of the Assessment for any Period during which any Lands or Heritages shall not be let or occupied for Three Months consecutively in any One Year, and Owners who shall let for Rent or Hire Lands or Heritages for less than a Year shall themselves, as well as the Occupiers, be responsible for the whole of the said Assessment applicable to any Period less than a Year, and the same may be recovered from such Owners or from such Occupiers as shall be judged expedient: Provided always, that the Occupier of any Lands or Heritages let for a Period less than a Year by whom the said Assessment shall be paid shall be entitled to deduct from the Rent payable to the Person by whom the said Lands

or Heritages shall be so let the Amount of the said Assessment in excess of the Proportion thereof applicable to the Period of his Occupancy.

Arable Land, &c. how to be valued.

44. The annual Value of the following Lands or Heritages shall for the Assessment hereby authorized be held to be the nearest aggregate Sum of Pounds Sterling to One Fourth of the annual Value thereof entered in the Valuation Roll; *viz.*,

(1.) All Lands and Premises used exclusively as a Canal or Basin of a Canal, or Towing-path for the same, or as a Railway constructed under the Powers of any Act of Parliament for public Conveyance, excepting the Stations, Depôts, and Buildings, which shall be assessable to the same Extent as other Lands and Premises within the City:

(2.) All the underground Gas and Water Pipes, or underground Works of any Gas or Water Company:

(3.) All Woodland, Arable, Meadow, or Pasture Ground, or other Ground used for horticultural or agricultural Purposes.

Provision for levying Assessment.

45. The "Improvement Assessment" shall be levied and collected by the Collector of the Police Assessment of the City in the same Way and Manner as the said Police Assessment is from Time to Time levied and collected, and shall be recoverable both from Owners and Occupiers in such and the like Manner as the said Police Assessment is for the Time being by Law recoverable from Occupiers; and such Collector shall keep a separate and distinct Account of the Assessments received by him under the Authority of this Act, and shall pay over the Amount of the said Assessment when collected to the Trustees or the Treasurer.

Application of Monies.

46. The whole Sums raised or borrowed under the Authority of this Act shall be applied to the Purposes herein specified, and to no other Purpose whatsoever.

Paying off Money borrowed.

47. The Provisions of "The Commissioners Clauses Act, 1847," herewith incorporated, in regard to providing a Sinking Fund for Payment of Monies borrowed, shall apply to such Sums as shall be borrowed on the Security of the Assessment authorized by this Act, and the Trustees shall also from Time to Time apply, so far as necessary, all Monies received by them for Lands and Houses sold, or in Reimbursement of Expenses incurred by the Trustees in forming Streets and Drains under the Powers of this Act, in paying off the Sums included in the Securities to be granted under Authority of this Act over such Lands, Houses, and other Funds, and to the Extent of the Sums so paid off the Borrowing Powers of the Trustees shall be extinguished.

48. Any

Residue of Funds, how to be disposed of.

48. Any Residue of the Funds or Property which may come into the Possession of the Trustees under the Powers of this Act, after executing the several Purposes thereof, shall be paid over or transferred to the Magistrates and Council, and shall be held and applied by them to the same Purposes as the Police Assessment in the City is from Time to Time applicable.

Form and Service of Notices, &c.

49. Any Notice, Order, Resolution, Declaration, Requisition, Demand, or other Proceeding made or given under this Act by the Trustees may be either in Print or in Writing, or partly in Print and partly in Writing; and it shall be sufficient in all Cases where any such Notice, Order, Resolution, Declaration, Requisition, Demand, or other Proceeding is required to be given to or served upon the Owner or Occupier of any Property, and the Name of such Owner or Occupier is unknown to the Trustees after due Inquiry, to address the same to such Owner or Occupier by his Description as Owner or Occupier (as the Case may be) of the Premises (naming them) in respect whereof the same is given or served without further Name or Description; and any such Notice, Order, Resolution, Declaration, Requisition, Demand, or other Proceeding may be served upon any Owner, Occupier, or other Person either personally or by sending the same prepaid through the Post Office, addressed to him by Name at his last known Place of Abode or Business, or by delivering the same to some Inmate at his last known Place of Abode or Business, or in case of an Occupier to any Inmate of the Building in respect whereof the same is given or served, or if the Building is unoccupied it shall be sufficient to affix the same or a Copy thereof upon some conspicuous Part of such Building: Provided always, that this Provision shall not apply to Notices to be given by the Trustees under "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," herewith incorporated, nor shall the same apply to the Recovery of the Assessment in so far as otherwise regulated by this Act.

Confirmation of Agreement with North British Railway Company.

50. Whereas an Act was passed in the last Session of Parliament, intituled "The *North British* Railway (New Works) Act, 1866," whereby, among other things, the *North British* Railway Company was empowered to construct a new Fruit and Vegetable Market, and to execute certain other Works, all in Terms of an Agreement entered into between the Magistrates and Council and the said Railway Company, a Copy of which is contained in the Schedule to the said Act, and is thereby confirmed: And whereas it has been found expedient to make certain Changes on the said Agreement, and a further Agreement for that Purpose has been entered into by the Magistrates and Council and the said Railway Company, dated the Twenty-sixth and Twenty-seventh Days of *September* 1866, a Copy

of which Agreement is contained in the Schedule to this Act annexed: Be it enacted, That the Agreement last mentioned shall be and the same is hereby confirmed and declared binding on the Parties respectively, and the said other Agreement confirmed by the said Railway Company's Act and the said Act itself shall be and the same are hereby declared to be subject to the Provisions and Conditions in the said Agreement hereby confirmed contained; and the Powers by this Act conferred shall be exercised only according to the Provisions of the said Railway Company's Act and this Act, and the several Agreements thereby confirmed, in so far as regards any Property of the said Railway Company forming the Subject Matter of the said Agreements.

Expenses of Act.

51. The Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing this Act, or otherwise in relation thereto, shall be paid by the Trustees out of the Monies to be raised under this Act.

SCHE-

SCHEDULE.

AGREEMENT between the Lord Provost, Magistrates, and Council of the City of Edinburgh, herein-after called "the Town Council," and the North British Railway Company, herein-after called "the Company."

The said Parties considering that by Deed of Agreement entered into between them, dated the Twenty-seventh Day of March and Twelfth Day of April, both in the Year Eighteen hundred and sixty-six, it was agreed in the first place that the Company should convey to the Town Council in absolute Property the Solum of the Piece of Ground fronting Princes Street, Edinburgh, coloured Yellow on the Plan subscribed with reference to the said Agreement, and in the seventh place that the Company should level, drain, and causeway or pave the Area of the Market to be constructed by them on the said Piece of Ground, and the Access or Road thereto, and should provide at their own Expense a new and substituted Fruit and Vegetable Market of equal Accommodation to the present Market; farther, that in the seventeenth place it was provided that the Company should be bound to hand over the new and substituted Market ready for Use on or before the First Day of March Eighteen hundred and sixty-seven, or to pay to the Town Council a Sum of Ten Pounds for each Day thereafter so long as the said Market was not handed over to them complete and ready for Use, the said Sum of Ten Pounds per Day being by said Agreement declared to be pactional and not penal, and to be payable as a stipulated Rent exigible from the Company, and not to be subject to Modification in any Manner of Way: And whereas it has been ascertained that the said new and substituted Market cannot be completed before the said First of March Eighteen hundred and sixty-seven: Therefore the said Parties hereto have agreed as follows: Primo, the Company shall be bound and hereby bind themselves immediately to bank up the Portion South of their Railway of the Road which led from Canal Street to Physic Gardens, delineated and coloured Brown on the Plan signed as relative hereto, and to clear the Ground of the West Boundary Wall of said Portion of Road so to be levelled, and clear the whole Area of all Erections, and level it up to the Surface of the present Fruit and Vegetable Market, and properly metal the same. Secundo, that the Company shall also fence in on the East Side the said Portion of Road so to be added to the Market, and erect a retaining Wall on the South Side of the same. Tertio, that instead of the Segment (not exceeding

Twelve Feet at its greatest Breadth) which by Article Eleventh of the said Deed of Agreement the Company undertook to give off the circular Corner of the Station Ground adjoining the present Cab Entrance at Market Street for the Purpose of being added to and improving the Line of Market Street, the Company agree and undertake to give off for the foresaid Purpose a triangular Piece of Ground (Eighteen Feet at its greatest Breadth) extending Westwards along Market Street from the said Cab Entrance, as delineated and coloured Green on the Plan subscribed with reference hereto, and the Company shall be bound to erect a retaining Wall along the North Side of the said Strip, and to fill up or embank to the Level of Market Street the Space between the said retaining Wall and the present Line of said Street, all at the Sight and to the Satisfaction of the City Architect for the Time; and the said retaining Wall shall be constructed, and Embankmnet formed, and the Strip added to Market Street, in no event later than the First Day of March Eighteen hundred and sixty-eight. Quarto, the Town Council agree to allow the Booths on the South Side of the Market to be removed, and the Area occupied by them shall be causewayed by the Company, and the old Materials of the said Booths, as well as the old Material of the West Wall of the foresaid Portion of Road, shall remain the Property of the Town Council. Quinto, in consideration of the Stipulations herein-before undertaken by the Company the said Town Council agree to extend the Period within which the Company shall be bound to hand over the new and substituted Market ready for Use from the First Day of March Eighteen hundred and sixty-seven, as provided in Article Seventeenth of the said Deed of Agreement, till the First Day of March Eighteen hundred and sixty-eight; and the Town Council further agree that the Sum of Ten Pounds per Day stipulated by said Article to be paid by the Company so long as the said Market is not handed over to them complete and ready for Use shall not be exigible till the First Day of March Eighteen hundred and sixty-eight, on and after which Date, instead of on and after the First Day of March Eighteen hundred and sixty-seven, the same shall be exigible as provided by the said Deed of Agreement. Sexto, except as hereby expressly provided and declared, the whole Provisions and Stipulations of the said Deed of Agreement are hereby reserved entire and unaffected, and shall receive full Force and Effect; and it is hereby specially agreed that instead of the Sum of Five hundred Pounds undertaken under Article Sixteenth of the said Deed of Agreement to be paid by the Company to the Town Council, the Company shall, in respect of the Loss and Inconvenience which this Arrangement shall entail upon the Town, pay to the Town Council a Sum of Two hundred Pounds Sterling on the Eleventh Day of November Eighteen hundred and sixty-six, with Interest thereon from that Date till paid. Septimo, in the event of any Question or Difference arising between

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the Town Council and the Company in regard to the true Meaning and Effect of these Presents, or any Article or Clause thereof, the same is hereby referred to the Solicitor General of Scotland for the Time being, whom failing, to the Dean of Faculty of Advocates for the Time, whose Decision thereon shall be final and conclusive and binding on both of the said Parties, and shall not be subject to Review in any Court of Law whatever. Octavo, the whole Expense attending the Agreement and incident thereto, and of carrying the same into effect, shall be borne by the Company. And, lastly, the Parties hereto bind and oblige themselves to implement their respective Parts of these Presents to each other under the Penalty of Five hundred Pounds Sterling over and above Performance, and they consent to Registration for Preservation and Execution. In witness whereof these Presents, written on this and the preceding Page by Robert Renwick, Clerk to James David Marwick, Town Clerk of Edinburgh, are, together with a Duplicate hereof, subscribed as follows, viz., by the Right Honourable William Chambers of Glenormiston, Lord Provost, and the said James David Marwick, Town Clerk, in Name and on behalf of the said Lord Provost, Magistrates, and Council, specially authorized by them to that Effect, at Edinburgh the Twenty-sixth Day of September Eighteen hundred and sixty-six, before these Witnesses, the said Robert Renwick and Alexander Leitch, also Clerk to the said James David Marwick, and by Mark Sprot, Esquire, of Riddell, and John Beaumont, Esquire, Huddersfield, Two of the Directors of, and duly authorized to sign these Presents by and on behalf of, the said North British Railway Company, and the Seal of the Company impressed hereon, at Edinburgh the Twenty-seventh Day of the Month and Year last mentioned, before these Witnesses, David Crabb and John Wilson Barrie, both Clerks in the Head Office of the said North British Railway Company in Edinburgh. (Signed) W. Chambers, Lord Provost; J. D. Marwick, Town Clerk; Mark Sprot, J. Beaumont, [L.S.]; Rob. Renwick, Witness; Alex^{r} Leitch, Witness; Da. Crabb, Witness; J. W. Barrie, Witness.

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