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An Act for authorising the Corporation of the Royal Infirmary of Edinburgh to remove their infirmary buildings to a more suitable position, and to acquire for that purpose the site of George Watson's Hospital and adjacent lands; and for other purposes. [20th June 1870.]

Charter dated 25th August 1736.

WHEREAS by Royal Charter granted by His Majesty King George the Second, and dated the twenty-fifth day of August one thousand seven hundred and thirty-six, the Royal Infirmary of Edinburgh (herein-after called "the Corporation") was incorporated for the free relief and cure of patients from all quarters:

And whereas the Corporation have erected upon lands acquired by them within the parish called Lady Yester's, in the city of Edinburgh, a medical hospital, a surgical hospital, a fever hospital, and a lock hospital, and other buildings, accommodations, and conveniences in connexion therewith; and great advantage has arisen to all classes of society from the existence thereof:

And whereas the said hospitals are inadequate for present and prospective requirements, and are ill situated as regards the ventilation of and access to certain important parts of the infirmary:

And whereas it is essential to the usefulness of the institution and to the convenience of the patients, medical attendants, and students that a site should be obtained for the infirmary which will combine the advantages of a healthy, airy, and spacious locality, with proximity to the University buildings of Edinburgh; and it is expedient that the Corporation should be authorised to acquire such a site, and to erect thereon all the necessary buildings, and to remove the infirmary thereto:

And whereas the present infirmary buildings and the site thereof are of considerable value, and the Corporation are at present themselves possessed of available funds to the extent of sixty thousand pounds or thereabouts:

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And whereas the necessity for rebuilding a portion of the infirmary, even on the present site, has for some time been felt to be imperative, and certain benevolent persons have subscribed funds for that purpose to the extent (at present) of seventy-five thousand pounds or thereabouts, whereof sixty-one thousand pounds or thereabouts has already been paid, and no part of that money has yet been applied to the purposes for which it was subscribed, but the same still remains in the hands of a committee who were appointed to receive the amounts subscribed, and to appropriate the same to the purposes before mentioned:

And whereas it is very desirable to remove the infirmary from its present situation, if a site can be obtained combining the requisites herein-before mentioned as essential to the usefulness of the institution:

And whereas a situation of the character required is to be found on the site of George Watson's Hospital, and the grounds adjacent thereto, in the parish of St. Cuthbert's, Edinburgh; and, subject to the sanction of Parliament, an agreement has been entered into for the sale and purchase thereof:

And whereas questions have been raised as to the power of the governors of the said hospital to sell the same, and the Court of Session in Scotland has found the said governors, with the consent and concurrence of the Company of Merchants of the City of Edinburgh, to be entitled to sell the said hospital and grounds, and it is expedient that the said agreement should be confirmed as therein stipulated:

And whereas it will be necessary for the proper drainage of the buildings to be erected on the said site, when so erected and used as an infirmary, that a drain or sewer should be constructed to connect the infirmary buildings with the public sewer at a point near the eastern end of Lonsdale Terrace, in the said parish of St. Cuthbert's:

And whereas it is expedient that the Corporation should be empowered to sell, feu out, or let the existing infirmary buildings and ground, and to apply the funds arising therefrom, together with the available funds in their own hands, and (with the consent of the said committee of subscribers) the funds contributed as aforesaid, so far as payment thereof has been or shall be made, and any other contributions made for the purpose, to the acquisition of the said site, the erection of proper infirmary buildings and conveniences in connexion therewith, the removal of the infirmary thereto, and otherwise generally to the purposes of this Act:

And whereas plans showing the lands required for the several purposes aforesaid, and the line of the said proposed drain or sewer, and

sections showing the levels of that drain or sewer, with a book of reference to the said plans, have been deposited for public inspection in the offices in Edinburgh of the principal sheriff clerk of the county of Edinburgh, and of the principal sheriff clerk of the county of the city of Edinburgh, which are herein-after referred to as the deposited plans, sections, and book of reference:

And whereas it is expedient that the said Royal Charter should in some respects be amended:

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

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

Short title.

1. This Act may be cited for all purposes as "The Edinburgh Royal Infirmary Act, 1870."

8 & 9 Vict. c. 19. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings, except where there is something in the subject or context repugnant to such construction; and the expression "the Corporation" means the Royal Infirmary of Edinburgh, incorporated by Royal Charter as aforesaid.

Power to acquire lands to build new infirmary, &c. according to deposited plans.

4. Subject to the provisions of this Act the Corporation may, but only by agreement with the persons interested therein, enter upon, take, and use the whole or part of the lands delineated on the deposited plans, and included within the lines marked thereon "boundary line of land proposed to be acquired," and described in the deposited book of reference, and may either by agreement or otherwise enter upon, take, and use the whole or part of the lands delineated on the deposited plans within the lines marked on the said plans "limit of deviation of drain," and described in the deposited book of reference; and may stop up and appropriate the site of the road or lane called Wharton Lane, numbered 18 on the deposited plans and in the deposited book of reference, so far as the said road or lane is now or hereafter may be bounded on both sides thereof by property acquired by the Corporation, and in the event of the Corporation having acquired the property numbered 20 on the

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deposited plans and in the deposited book of reference, they may stop up and appropriate the whole of Wharton Lane; provided always, that they shall at their own expense make and give an access from Lauriston Lane to any properties not acquired by them which at present have an access to Wharton Lane; and the Corporation may, on any portion of the said lands included within the lines marked on the plans "boundary line of land proposed to be acquired," which shall have become their property in manner aforesaid, erect such buildings and accommodations and conveniences connected therewith as they may think requisite for the purposes of their infirmary, with all such accesses to the public roads, streets, and lanes, and to the meadow walks and footpaths around the said lands, as they may find necessary; and may, on the said lands included within the lines marked on the plans "limit of deviation of drain," make and maintain a covered drain or sewer, commencing at a point on the said lands near the south-western corner of the lands of George Watson's Hospital, and terminating by a connexion with the public sewer at a point near the eastern end of Lonsdale Terrace, and all necessary works connected therewith, in the line and according to the levels shown on the deposited plans and sections, and for those purposes and in connexion therewith may open up, cross, and alter so far as necessary the meadow walk and other passages shown on the deposited plans within the lines marked thereon "limit of deviation of drain," and described in the deposited book of reference, and any sewers, drains, and pipes beneath the surface thereof: Provided always, that as respects the said drain or sewer the Corporation shall be subject to the provisions contained in sections 18, 19, 20, 21, and 23 of "The Railways Clauses Consolidation (Scotland) Act, 1845," and that such provisions shall be construed for that purpose as if the expression "the drain" had been used therein instead of the expression "the railway," and as if the Corporation were the Company therein referred to: Provided also, that nothing herein contained shall authorise the Corporation to acquire compulsorily any part of Lauriston Lane.

Errors and omissions in plans and book of reference may be corrected by the sheriff, who shall give certificate thereof, which shall be deposited.

5. If any omission, misstatement, or erroneous description shall have been made of any lands, or of the owners, lessees, or occupiers of any lands, described in the deposited plans or book of reference, it shall be lawful for the Corporation, after giving ten days notice to the owners of the lands affected by such proposed corrections, to apply to the sheriff of the county of Edinburgh for the correction thereof; and if it shall appear to such sheriff that such omission, misstatement, or erroneous description arose from mistake, he shall certify the same accordingly, and shall in such certificate state the

particulars of any such omission, and in what respect any such matter shall have been misstated or erroneously described; and such certificate shall be deposited in the office in Edinburgh of the principal sheriff clerk for the county of Edinburgh, and duplicates of such certificate shall also be deposited in the respective offices in Edinburgh of the principal sheriff clerk for the county of the city of Edinburgh, and of the town clerk of the royal burgh of Edinburgh, and with the session clerk of the parish of St. Cuthbert's; and such certificate and duplicates thereof shall be kept by such sheriff clerks, town clerk, and session clerk respectively along with the other documents to which they relate, and thereupon such plans and book of reference shall be deemed to be corrected according to such certificate, and the Corporation may make the works in accordance therewith.

Power of lateral deviation.

6. The Corporation may deviate from the centre line of the drain or sewer delineated on the deposited plans, provided that no such deviation shall extend beyond the limits of deviation defined thereon, and that the drain or sewer shall not by means of such deviation be made to extend into the lands of any person, whether owner, lessee, or occupier, whose name is not mentioned in the deposited book of reference (except where such person shall have acquired his right since the said book was made up), without the previous consent in writing of such person, unless the name of such person shall have been omitted by mistake, and the fact that such omission proceeded from mistake shall have been certified in manner in this Act provided for in cases of unintentional errors in the said book of reference.

Power of vertical deviation.

7. The Corporation may deviate from the levels of the said drain or sewer, as referred to the datum line described on the deposited sections and as marked thereon, to any extent not exceeding two feet.

Corporation to acquire servitude only of making drain.

8. The Corporation shall not acquire any right of property in the surface of the lands required for the purposes of the said drain or sewer, except so far as the same are situate within the lines marked on the deposited plans "boundary line of land proposed to be acquired," but shall only acquire a right of servitude of making and maintaining the drain or sewer in the manner authorised by this Act through the said lands, and of repairing and rebuilding the same from time to time, when necessary, in all time coming; and the Corporation may connect the said drain or sewer with the public sewer near the eastern end of Lonsdale Terrace aforesaid, and may use such public sewer, and the other public sewers leading therefrom, for the drainage of the lands which the Corporation are by this Act

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authorised to acquire, and of the buildings erected and to be erected thereon.

Powers for compulsory purchases limited.

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

Period for completion of works.

10. On the expiration of five years from the passing of this Act the powers by this Act granted to the Corporation for making the drain or sewer by this Act authorised shall cease, except as to so much thereof as shall then be completed.

Agreements with George Watson's Hospital.

11. The agreement made between the Company of Merchants of the City of Edinburgh, the governors of George Watson's Hospital, and the Corporation, for the sale to the Corporation of the lands and buildings belonging to the said hospital, dated the twenty-eighth day of February eighteen hundred and seventy (a copy of which agreement is set out in the schedule to this Act), is hereby sanctioned and confirmed as between the parties thereto; and the said governors, with the consent and concurrence of the said Company, may execute conveyances of the said lands and buildings in favour of the Corporation, which shall be valid and effectual; but nothing in this section, or in any such conveyance contained, shall prejudice or affect the right, title, estate, or interest of any corporation or person other than the said Company of Merchants, the said governors, and the Corporation.

Corporation may sell or let their existing property and other property not required for their purposes.

12. The Corporation may, for such purposes as they see fit, sell either at gross prices or in consideration of annual payments by way of feu duty or ground annual, or partly in the one and partly in the other of those modes, or may let on lease, the whole or part of the lands and buildings now belonging to and occupied by them, and such part of the lands and buildings acquired as aforesaid as are not ultimately required for the purposes of the Corporation, except the lands in which they are only to acquire a right of servitude for making the drain or sewer authorised by this Act, and may also sell such feu duties or ground annuals.

Committee of subscribers, on payment to Corporation of funds subscribed, to be discharged with respect thereto.

13. Upon the passing of this Act the said committee of subscribers shall, if authorised so to do by a majority of the members of such committee present at a meeting of the committee called specially for the purpose, pay over to the Corporation the moneys received from the said subscribers, and then remaining in the hands of the said committee or of any treasurer or trustees in whose hands they may have placed the same; and upon such payment the said committee and treasurer and trustees shall be relieved and discharged of all responsibility for and with regard to the disposal of

the moneys so paid over, and all future instalments and contributions for the purposes of this Act shall be paid to the Corporation.

Subscribers to building fund dissenting from change of site may demand repayment of their contributions.

14. Provided always, that if any persons or corporations who have subscribed and paid to the said committee any money for the erection or improvement of buildings on or in connexion with the lands now belonging to and occupied by the Corporation, and who have not already consented to or acquiesced in the application of such contributions towards the acquisition of the new site authorised by this Act, and the erection of the infirmary buildings thereon, shall apply to the Corporation for repayment of such contributions on or before the first day of November next after the passing of this Act, the Corporation shall repay to such persons or corporations the amounts so contributed and paid by them respectively, so far as the same shall have been paid over to the Corporation by the said committee of subscribers.

Application of funds.

15. The Corporation may appropriate and apply in and towards the purchase of the lands and buildings which they are by this Act authorised to acquire, and the erection of new hospitals and other buildings necessary and convenient for the purposes of the infirmary, and the construction of the said drain or sewer, and the other purposes of this Act, any moneys which are now in their hands, whether accumulated capital or annual proceeds, and any moneys which they may receive by way of consideration for the value of the existing infirmary site and buildings, or for the feu duties or ground annuals reserved by them in respect thereof, and also any moneys which shall be paid to them by the said committee of subscribers, and any moneys which have been or may hereafter be contributed by other corporations and individuals for the purposes aforesaid.

Qualification for being a member of the Corporation.

16. Every person who was immediately previously to the passing of this Act a member of the Corporation shall continue to be a member thereof, and from and after the passing of this Act the qualification necessary for a member of the Corporation shall be the contribution by the person desiring to be a member thereof of an amount not less than five pounds in one sum, or the continuous annual contribution of an amount not less than one pound after such annual contribution shall have been made during three consecutive years; and every person so qualified shall be a member of the Corporation, and be entitled to be a member of the general court of contributors.

Regulating number and appointment of managers.

17. From and after the first Monday of January in the year one thousand eight hundred and seventy-one the number of the managers of the Corporation shall be twenty-one, of whom the

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Lord Provost of the city of Edinburgh, or in his absence the Dean of Guild of the city of Edinburgh, shall ex officio be one, and the other managers shall be appointed annually by the following bodies and in the manner herein-after mentioned; that is to say,

One manager shall be chosen by the Lord Provost, Magistrates, and Town Council of Edinburgh;

Two managers shall be chosen by the Royal College of Physicians of Edinburgh;

Two managers shall be chosen by the Royal College of Surgeons of Edinburgh;

Two managers shall be chosen by the Senatus Academicus of the University of Edinburgh;

One manager shall be chosen by the Company of Merchants of the City of Edinburgh;

One manager shall be chosen by the Chamber of Commerce and Manufactures of Edinburgh;

One manager shall be chosen by the Senators of the College of Justice;

One manager shall be chosen by the Faculty of Advocates;

One manager shall be chosen by the Society of Writers to Her Majesty's Signet;

One manager shall be chosen by the Society of Solicitors before the Supreme Courts of Scotland;

One manager shall be chosen by the managers of the Corporation for the time being out of the Ministers of the Gospel in Edinburgh;

Six managers shall be chosen by the General Court of Contributors, of which six managers two shall be chosen from among the persons who are members of the Corporation, and also at the same time subscribers to the Convalescent House belonging to the Corporation;

And each of the bodies herein-before empowered to choose one or more of the managers may make such rules as to them shall seem proper with respect to the manner of choosing such manager or managers.

Provision in case of failure or delay in appointing, or of vacancies.

18. No failure or delay in appointing any manager or managers as aforesaid, and no vacancy occurring by reason of the death of any manager or otherwise, shall be held to prevent the other managers duly appointed from acting as the managers of the Corporation for the period in respect of which they have been so appointed: Provided always, that in the event of any manager dying or otherwise ceasing to be able to act, the body by whom he was chosen may appoint another person to be a manager in his stead during the remainder

of the period for which the manager so dying or otherwise ceasing to be able to act was appointed by such body.

Time for appointing managers, and period of office.

19. The six managers to be chosen by the general court of contributors shall be so chosen at the meeting of such general court to be held on the first Monday of January in each year after the passing of this Act, or at some adjournment thereof, and shall hold office as managers from the time of their election until the next annual election by the said general court of contributors; and the managers to be chosen by the several other bodies herein-before mentioned shall be so chosen by such bodies respectively in the month of December next after the passing of this Act, and in the month of December in each following year, and shall hold office as managers from the first Monday of January next after their election until the first Monday of January following.

Certain of the managers to be ineligible for re-election at specified elections.

20. At the second annual elections of managers after the passing of this Act the person chosen at the immediately preceding annual election by the Lord Provost, Magistrates, and Town Council of Edinburgh, and one of the two persons chosen at the immediately preceding annual elections by each of the following bodies, viz., the Royal College of Physicians of Edinburgh, the Royal College of Surgeons of Edinburgh, and the Senatus Academicus of the University of Edinburgh, shall be ineligible for re-election by the body by whom he was chosen at such immediately preceding annual elections; and each of those bodies shall determine which of the two persons chosen by such body shall be then ineligible as aforesaid. At the third annual elections of managers after the passing of this Act the four persons chosen at the immediately preceding annual elections by the following bodies respectively, viz., the Company of Merchants of the City of Edinburgh, the Chamber of Commerce and Manufactures of Edinburgh, the Senators of the College of Justice, and the Faculty of Advocates, shall be ineligible for re-election by the respective bodies by whom they were respectively chosen at such immediately preceding annual elections. At the fourth annual elections of managers after the passing of this Act the person chosen at the immediately preceding annual election by the Society of Writers to Her Majesty's Signet, the person chosen at the immediately preceding annual election by the Society of Solicitors before the Supreme Courts of Scotland, the minister of the Gospel chosen at the immediately preceding annual election by the managers of the Corporation, and one of the six persons chosen at the immediately preceding annual election by the general court of contributors (such person to be determined by the said court), shall

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be ineligible for re-election by the respective bodies by whom they were respectively chosen at such immediately preceding annual elections. At the fifth annual elections of managers after the passing of this Act, four of those five of the persons chosen at the immediately preceding annual election by the general court of contributors who shall have been longest in office as managers (such four persons to be determined by the said court) shall be ineligible for re-election by such general court of contributors. At the sixth annual elections of managers after the passing of this Act, and at all succeeding annual elections of managers, every person whose fifth consecutive year of office as manager is then current or just concluded shall be ineligible for re-election by the body by whom he was chosen at the immediately preceding annual election by such body: Provided always, that any person who may under the foregoing provisions be ineligible for re-election at any particular election by the body by whom he was chosen at the immediately preceding annual election, may be re-elected a manager by any other of the bodies entitled to choose a manager or managers, and that no person shall be disqualified for re-election by any of the said bodies for a longer period than one year.

All the managers to be ordinary managers.

21. From and after the first Monday of January in the year one thousand eight hundred and seventy-one all the managers for the time being of the Corporation shall be ordinary managers, and the quorum of managers shall be seven; and the managers appointed as aforesaid and their quorum shall have all the powers, rights, and privileges which are by the said Royal Charter conferred on the ordinary managers of the Corporation.

Defining powers of court of contributors.

22. The general court of contributors shall not have any executive powers in the management of the infirmary, or of the affairs of the Corporation, which shall be managed exclusively by the managers appointed as herein-before directed: Provided always, that the general court of contributors may from time to time make any suggestions or recommendations which to them may seem proper, and the managers shall consider, and if they think proper may adopt any such suggestions or recommendations.

Court of contributors may alter the statutes of the Corporation, or may make new statutes.

23. The general court of contributors may from time to time alter any of the statutes of the Corporation, or make new statutes in relation thereto, but so that such new or altered statutes shall not be inconsistent with the provisions of the said Royal Charter as amended by this Act.

Expenses of Act.

24. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Corporation.

SCHEDULE referred to in the foregoing Act.

It is contracted and agreed between the Company of Merchants of the City of Edinburgh, incorporated by Royal Charter and Act of Parliament, Thomas Jamieson Boyd, Esqre, publisher in Edinburgh, present master of the said Company of Merchants, and as such preses of the governors of George Watson's Hospital; George Vallance, of No. 1, Gayfield Square, Edinburgh; John Clapperton, of No. 371, High Street, there; John Kay Wishart, of No. 20, Queen Street, Leith; James Falshaw, of No. 26, South Castle Street, Edinburgh; Thomas Swanston, of No. 35, Gilmore Place, there; William Cotton, of No. 23, Princes Street, there; Andrew Smith, Willowbrae House, Duddingston, there; James Craig, of No. 33, Manor Place, Edinburgh; John Todd, of No. 29, Leith Walk, there; Robert Douglas Thomson, of No. 23, South Street, Andrew Street, there; Richard Ged Muir, of No. 28, North-back of Canongate, there; and James Roy, of No. 26, North Bridge, there; assistants of the said Company of Merchants—Thomas Knox, of No. 15, Hanover Street, there, treasurer to the said Company of Merchants; the Rev. William Robertson, Doctor in Divinity, minister of New Greyfriars Church, there; George Cousin, of No. 12, Royal Exchange, there; James Marshall, of No. 39, Potterrow, there; John Wilson, Meuse Lane, there; Thomas Rowatt, of No. 9, Lothian Road, there; James Colston, of No. 80, Rose Street, there —all governors; and Archibald Craig, No. 11, South Bridge, Edinburgh, present treasurer of George Watson's Hospital aforesaid, conform to the statutes thereof, whereby the master and five assistants of the said Company of Merchants are declared a quorum,—a quorum of said governors hereto subscribing not only as governors of the said hospital, but as being specially authorised and empowered to carry through the sale after mentioned, in all respects, of the first part; and the Royal Infirmary of Edinburgh, incorporated by Royal Charter, on the second part, in manner following, viz.:—The said Company of Merchants and governors of George Watson's Hospital, heritable proprietors of the lands and others after mentioned, in consideration of the price and other prestations, and subject to the conditions after stipulated, hereby oblige themselves and their successors in office upon receiving payment in full of the price and others as after specified, and on fulfilment of the conditions after mentioned, to execute and deliver a valid disposition to the managers of the Royal Infirmary and their assignees of all and whole: In the first place, but under the exception after mentioned, all and whole the house and grounds of George Watson's Hospital, Edinburgh, which are thus described in the instrument of sasine therein, in favour of the said company and governors (following on a feu charter, by the city of Edinburgh, in their favour), dated the 26th day of May, and recorded in the New Particular Register of Sasines for the sheriffdom of Edinburgh, on the 30th day of June, both in the year 1740, viz.:—"All and haill that part of the lands of Heriot's

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" Croft, consisting of 7 acres and 28 falls of ground, together with the large " building or hospital now erected thereon, commonly called Watson's " Hospital, with the haill dikes, inclosures, and righteous pertinents thereof, " which part of Heriot's Croft is bounded by ane avenue intended to be made " by the said city, down through that croft, to terminate on the middle walk " in Hope Park on the east; the top or uppermost part of the bank on the " north side of the ditch of Hope Park on the south; by the road leading " along the east side of the hedge of Laŭrieston yeards on the west, and the " stone dike running along the causey of Bristo, near to the said hedge of " Laŭrieston's yeards, on the north parts; lying within the regality and barony " of Burghtoun, parish of St. Cuthbert's, and shire of Edinburgh," but excepting therefrom those parts and portions of the said lands conveyed or given off by the said Company of Merchants and governors, and now forming part of the solum of the road or street on the north boundary thereof. In the second place, all and whole the ground and dwelling house thereon, No. 2, Wharton Lane, Edinburgh, formerly let as two houses, entering from Nos. 1 and 2, Wharton Lane, and the garden ground and others therewith connected, all as let to Adam Skirving, and as now possessed by his representatives, which subjects, second above described, were acquired by the governors of the said hospital, in two lots, viz.:—partly from Thomas Ponton, builder, in Edinburgh, and partly from the trustees of the deceased Mr. Andrew Bell, engraver, there; the subjects acquired from the said trustees being thus described in the instrument of sasine therein, in favour of the said company and governors (following on a charter of adjudication in implement and confirmation granted by Richard Wharton Duff, Esq., in favour of said trustees, and disposition by the said trustees, in favour of said company and governors), dated the 20th, and recorded in the said Particular Register of Sasines, 22 days, both of July, 1818, viz.:—" All and whole these 55 falls or " poles, English woodland measure, of garden ground at Lauriston, near " Edinburgh, lying immediately to the north of that other piece of ground there " consisting of 25 falls, which was feued to the said deceased Andrew Bell, " by Archibald Blair, writer in Edinburgh, conform to feu contract between " them, dated the 27th day of August 1764, as the same is particularly therein " described, and being part of what was formerly Archibald Blair's eastmost " garden at Lauriston, and also the large tenement or dwelling house and other " buildings erected thereupon by John Reid, printer in Edinburgh, and by " the deceased David Forbes, writer there, with the whole parts, pendicles and " pertinents, and teinds, parsonage and vicarage thereof, lying within the " parish of Saint Cuthbert's and shire of Edinburgh, bounded on the east by a " public lane or road dividing the said 55 falls or poles of ground from the " ground already belonging to the said hospital, and leading to the meadow or " Hope Park; on the south by that said other piece of ground belonging to the " said trustees feued to the said deceased Andrew Bell by the said Archibald " Blair, particularly mentioned in the said charter of adjudication in implement and confirmation; on the west by Lauriston Lane; and on the north " by a piece of garden ground formerly belonging to the said Archibald Blair, " and now belonging to the said Richard Wharton Duff in superiority, with " the half of the mutual hedge which encloses the same on the west, but

" excepting and reserving always from the said 55 poles or falls of ground " thereby disponed that part of the same (extending as is computed to about " 5 poles of English woodland measure) which has lately been taken off and " enclosed with the adjacent property to the southward belonging to the said " trustees," and the subjects acquired from the said Thomas Ponton, being thus described in the instrument of sasine therein in favour of the said company and governors, dated 13th, and recorded in the said Particular Register of Sasines 14th October, both in 1817, viz.:—" All and whole that small piece " of ground at Laurieston, bounded and measuring as follows, viz., by the " meadow lane on the east, measuring 22 feet on that side; by the mutual " wall of a passage leading from the said lane to the back ground of the " houses of Wharton Place on the north, and measuring 55 feet on that side; " by the mutual wall enclosing the garden ground belonging to the said " Thomas Ponton on the west, and measuring 22 feet on that side; and by " the property already belonging to the said hospital on the south, and " measuring 55 feet on that side, lying within the said parish of Saint " Cuthbert's, barony of Portsburgh, and shire of Edinburgh, with the teinds, " parsonage and vicarage of the same." But always with and under the whole conditions, provisions, and declarations specified and contained in the three instruments of sasine in favour of the said company and governors in the subjects respectively above referred to, dated and recorded as aforesaid: Providing and declaring that this sale is subject to the special conditions herein-after inserted, and is for a slump price without reference to measurement, the agreement being that the second party purchases the whole property at Lauriston, known as George Watson's Hospital and grounds around the same, and the house and garden ground in Wharton Lane, now possessed by the said company and governors and their tenants under the whole burdens, obligations, and restrictions attaching thereto; and which disposition shall contain an obligation to infeft a se vel de se clause of resignation—clause binding the said company and governors in warrandice from fact and deed and the trust estate of George Watson in absolute warrandice, but excepting from all warrandice the current tacks or minutes of tack and the feu blench and teind duties and minister's stipend payable from the lands, assignation to writs and rents, and all other usual and necessary clauses; as also the said Company of Merchants and governors of the said hospital oblige themselves and their foresaids along with said disposition to deliver to the said Royal Infirmary the titles of the said lands and others in their possession, but declaring, as it is hereby provided and declared, that the sellers shall not be called upon to make up or complete any other additional title or titles, and that the purchasers shall be as they hereby become bound to accept the said titles as they now stand; and farther providing that the sellers shall not be bound to exhibit any searches for incumbrances on the said lands and others nor personal searches, and that the entry to the ground shall be as herein-after stipulated; and it is declared that the price of the said subjects shall be due and payable at the times and in the proportions after mentioned, with interest at five per cent. during the nonpayment thereof; and it is hereby declared that the said second party shall have right to the rents and duties of the several and respective parts of the ground and buildings after mentioned from and after the dates of their entry to such parts respec-

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tively; the said Company of Merchants and governors of the said hospital being obliged to relieve the said second party of all feu blench or teind duties, and public, parochial, and local burdens due and payable for said lands and others at and previous to the several terms of entry thereto, the said second party and their foresaids being bound to relieve the said company and governors and their foresaids of the said burdens and taxations in all time thereafter; for which causes and on the other part the said second party bind and oblige themselves and their foresaids, at the terms and in the proportions after mentioned, to make payment to the governors of the said hospital or their successors in office, or to their treasurer for the time, of the sum of 43,000*l.* sterling, as the stipulated price of the said lands and others, with a fifth part more of liquidate penalty in case of failure, and interest at five per cent. per annum from and after the said terms of payment after mentioned, and during the not payment of the said price, as also to pay one half of the expense of drawing and revising the said disposition, inventory of title deeds relative thereto, and this minute of sale and plans annexed thereto, and of the stamp duty thereon, the other half thereof being payable by the said first party; but declaring always, as it is hereby agreed upon and expressly stipulated, that the said sale and purchase is mutually agreed upon subject to the following special conditions:—First. As regards the said entry to the subjects hereby sold, and payment of the price and delivery of the disposition, it is hereby agreed as follows; viz., that the said second party shall have entry to so much of the ground and buildings as are tinted red on the plan or sketch signed by the said Thomas Jamieson Boyd and the treasurer to the Royal Infirmary in reference hereto at the first term of Whitsunday or Martinmas after they shall have obtained an Act of Parliament giving power and authority to the governors of George Watson's Hospital, with concurrence of the said Merchant Company, to execute conveyances as after mentioned, and giving to the second party statutory authority to remove the said Royal Infirmary of Edinburgh from its present site, and to purchase the said lands belonging to the said first parties, and at such term of entry 20,000*l.* of the said price of 43,000*l.* shall be paid and a receipt granted for the same; and that the said second party shall have entry to the hospital buildings and remainder of the ground sold not later than four years from the date of the said Act of Parliament containing the foresaid power and authority receiving the royal assent, and at such term the balance of said price shall be paid, and a disposition of the whole subjects hereby sold delivered to the said second party; it being understood, however, and agreed that if the said first party find themselves to be in a position to give earlier access to said grounds and buildings they shall be entitled to do so, and thereupon to require earlier payment of the balance of the said price. Second. That the said second party shall be bound, as they hereby bind and oblige themselves, to make, form, and maintain a proper gate and access at Lauriston, and cart and carriage road from the same into the hospital, of the breadth of 20 feet, and also to make and maintain a proper footpath from said hospital to the ground to be used as a playground, as marked on said plan, ten feet wide, and to enclose the road and footpaths with proper fences, and also to fence off the hospital, and parts of the grounds to be retained by the first party, all at the expense of the second parties, and to the satisfaction of the architect of the

first party; and that prior to the said second parties' access to the ground so that the hospital arrangements may not be interfered with by the said second party's early entry to the surrounding ground; and the said second party shall also be bound, at their own expense, to remove and re-erect on such part of the reserved ground as may be pointed out by the architect of the first party the play sheds and walls now standing at the east end of the hospital buildings. Third. That notwithstanding the execution of these presents by the parties hereto, the same shall only take effect and become binding in the event of the legislature granting in this session of Parliament, 1870, or in the next ensuing session of Parliament, the powers now being or about to be applied for by the second party, for authority to erect the proposed new infirmary on the grounds before described at Lauriston, and to enable them to purchase and acquire the said grounds, and power and authority to the said governors, with consent of the Merchant Company as above and after mentioned, and should these powers or either of them not be granted, then these presents shall in the option of the first party become ipso facto void and null. Fourth. The said first party shall have full power to resile from and to hold this agreement and the said sale as void in the event of the second party failing to obtain an Act of Parliament within the time above mentioned, empowering the governors of George Watson's Hospital, with the consent of the said Company of Merchants of the City of Edinburgh, to execute conveyances of the said lands and buildings in favour of the said second party, and declaring such conveyances to be valid and effectual. Fifth. The said first party shall also have power to resile from this agreement to sell, should Parliament direct the insertion of any provisions in the said Bill now being carried through by the second party, contrary to or inconsistent with this agreement. Sixth. That whereas there is a small stripe of ground, formerly a ditch, at the south side of the ground before described in the first place not belonging in property to the said company and governors, and as to which it is not yet clear from the titles and papers whether the same is inside the hospital's boundary wall, it is hereby provided that if the said stripe of ground shall be found to be within the said wall, the said company and governors shall be bound either to purchase the said stripe and include it in the disposition to be granted to the infirmary as aforesaid, or to allow an abatement from the said stipulated price of 43,000*l.* sterling, as such abatement may be fixed by David MacGibbon, architect, Edinburgh, and William Watherston, builder, Edinburgh, or an oversman to be named by them, in the event of their differing in opinion; and on the other hand it is provided and declared that in the event of its being found that any portion of the border of the meadow walk beyond the hospital's enclosing wall on the east is the property of the said company and governors, the Royal Infirmary shall pay for the same as may be fixed by the arbiters before named, or their oversman. Seventh. It is hereby agreed that this minute of sale shall be scheduled to and confirmed by a clause in the said Bill now before Parliament. And, lastly, both parties oblige themselves and their foresaids to perform their respective parts of the premises to each other under the penalty of 500*l.*, to be paid by the party failing to the party observing or willing to observe the same, over and above performance; and they consent to registration hereof for preservation and execution. In witness whereof, these presents, written on

A.D. 1870. this and the five preceding pages by John Knight, clerk to Alexander Kirk Mackie, solicitor before the Supreme Courts of Scotland, Edinburgh, are subscribed under the declaration that nothing contained in these presents as to giving early access to the ground shall be held as qualifying or altering in any way the first party's excepting from all warrandice the current tacks or minutes of tacks, as follows; namely, by the said Thomas Jamieson Boyd, George Vallance, John Clapperton, James Falshaw, Thomas Swanston, William Cotton, Andrew Smith, James Craig, John Tod, Robert Douglas Thomson, Richard Ged Muir, James Roy, Thomas Knox, John Wilson, Thomas Rowatt, James Colston, and Archibald Craig, and by the said Alexander Kirk Mackie, acting clerk to the said Company of Merchants of the City of Edinburgh, and governors of George Watson's Hospital, at Edinburgh, upon the twenty-eighth day of February, in the year eighteen hundred and seventy, before these witnesses, George Blanshard, Esq., residing at Number Seven, Carlton Terrace, Edinburgh, and William Watt, officer to the said company and governors, and are also subscribed by Alexander McDougall, treasurer to and on behalf of the said Royal Infirmary of Edinburgh, the common seal of the said Royal Infirmary of Edinburgh being at the same time affixed at Edinburgh upon the said twenty-eighth day of the month and year last mentioned, before these witnesses, James Mitchell and James Anderson, both clerks to Hope and Mackay, writers to the Signet, Number 119, Princes Street, Edinburgh.

(Signed) THOMAS J. BOYD, P. JAMES FALSHAW.
JAMES ROY. GEO. VALLANCE.
JAMES COLSTON. JOHN TOD.
RICHARD G. MUIR. THOS. SWANSTON.
ROB. D. THOMSON. W. COTTON.
AND. SMITH. THO. ROWATT.
ARCHD. CRAIG. JOHN WILSON.
JAMES CRAIG. A. KIRK MACKIE.
J. CLAPPERTON. ALEX. McDOUGALL, Treasurer.
THOMAS KNOX.

Seal of the Royal Infirmary.

James Mitchell, Witness.
James Anderson, Witness.
Geo. Blanshard, Witness.
William Watt, Witness.

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